



Discovery Deposition of
Michael Bush

Date: September 13, 2023

Case: BUSH TRUCK LEASING, INC., v. ALL WAYS AUTO
TRANSPORT, LLC,

No. 1:20-cv-511

Court Reporter: Karyn H. Chalem, RPR, CSR

Paszkiewicz Court Reporting

Phone: 847-598-0322

Toll-Free: 855-595-3577

www.spreporting.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

BUSH TRUCK LEASING, INC.,

Plaintiff,

vs.

No. 1:20-cv-511

ALL WAYS AUTO TRANSPORT, LLC,

Defendant.

/

The discovery deposition of
MICHAEL BUSH, taken in the above-entitled case, on the
13th day of September, 2023, at 8:17 o'clock a.m.,
central time, remotely via Zoom teleconferencing and at
the offices of Paszkiewicz Litigation Services, 2150
East Lake-Cook Road, Suite 570, Buffalo Grove, Illinois,
pursuant to agreement of counsel.

Stenographically reported by:
Karyn H. Chalem, RPR, CSR
License No.: 084-004167

A P P E A R A N C E S

KEATING, MUETHING & KLEKAMP
One East Fourth Street
Suite 1400
Cincinnati, Ohio 45202
BY: JACOB RHODE (via Zoom)
JOSEPH WOMICK (via Zoom)
(513) 579-6580
jrhode@kmlaw.com
On behalf of the Plaintiff;

REDA & DES JARDINS
736 North Western Avenue
Suite 353
Lake Forest, Illinois 60045
BY: ROBERT S. REDA
(877) 809-4567
robert@rdlawyers.com
On behalf of the Defendant.

Also Present:

JORDAN GEORGIEV (via Zoom)
TREASA JONES (via Zoom)

I N D E X

WITNESS:	PAGE:
MICHAEL BUSH	
Examination by Mr. Reda	4
Examination by Mr. Rhode	241
Re-Examination by Mr. Reda	248
EXHIBITS:	PAGE:
Exhibit 1	28
Exhibit 2	54
Exhibit 3	68
Exhibit 4	82
Exhibit 5	86
Exhibit 6	96
Exhibit 13	102
Exhibit 7	112
Exhibit 10	124
Exhibit 11	131
Exhibit 14	144
Exhibit 15	148
Exhibit 18	175
Exhibit 19	177
Exhibit 27	180
Exhibit 26	190
Exhibit 25	194
Exhibit 16	199
Exhibit 28	221
Exhibit 21	224
Exhibit 22	224
Exhibit 23	232
Exhibit 24	232
Exhibit 17	239

1 MS. MUNGUIA: Okay. For the witness,
2 this is the court reporter. My name is Denise
3 Munguia, and I just wanted to ask you to state and
4 spell your full name and then tell me what city
5 you are presently in.

6 THE WITNESS: Michael Bush. I'm in
7 Cincinnati, Ohio. My name's spelled M-I-C-H-A-E-L.
8 Bush is spelled B-U-S-H.

9 MS. MUNGUIA: Okay. Sir, if you could
10 please raise your right hand.

11 (Witness sworn.)

12 MICHAEL BUSH,
13 called as a witness herein, having been remotely first
14 duly sworn, was examined and testified as follows:

15 THE WITNESS: Yes.

16 MS. MUNGUIA: Thank you.

17 (Ms. Munguia left deposition.)

18 EXAMINATION

19 BY MR. REDA:

20 Q. Good morning, Mr. Bush. My name is Bob Reda
21 and I represent All Ways Auto Transportation.
22 There's a couple questions I want to ask you right
23 away.

24 Have you ever sat for a deposition before?

1 **A. Yes.**

2 Q. How many?

3 **A. I'm not sure.**

4 Q. More than two?

5 **A. I would say probably two.**

6 Q. Okay. But possibly more than two?

7 **A. It's possible.**

8 Q. Well, then, I'm -- I don't want to assume
9 anything, but since you've gone through the
10 process, you probably know some of the ground
11 rules. And they're not really rules. They're more
12 so that the court reporter can actually understand
13 what I'm saying and what you're saying.

14 One of them is please respond in words and
15 not gestures or the um-hum and ah-hah kind of
16 slang.

17 The other one is if you don't understand a
18 question that I'm answering (sic), please let me
19 know right away so that I can rephrase it so that
20 you can understand it.

21 Is that okay?

22 **A. I'll do the best I can, yes.**

23 Q. Okay. There's going to be more of this
24 stuff I'm going to bring up as it comes up through

1 this deposition, but for right now, that's, I
2 think, good enough for me.

3 The last one is that your lawyer has a right
4 to object to the questions. So if your lawyer
5 objects, let him object. So in other words, stop
6 talking, let him object, so that the court reporter
7 can get both people's comments.

8 That goes the same with me and you. If I'm
9 talking, please wait until I finish, and then when
10 you're talking, I will try to give you the same
11 courtesy.

12 Is that okay?

13 **A. Yes.**

14 Q. All right. I want to start with a little
15 background. When I looked at your website years
16 ago, it seemed like there was two companies. There
17 was like a Bush Truck Leasing Company and then a
18 Bush Truck Company. Is that correct?

19 MR. RHODE: Objection to form.

20 You can answer if you understand the
21 question.

22 THE WITNESS: There wasn't a Bush Truck
23 Company, no.

24 /////

1 BY MR. REDA:

2 Q. Well, how many companies do you currently
3 own?

4 MR. RHODE: Objection to form.

5 THE WITNESS: Three.

6 BY MR. REDA:

7 Q. Can you name those for me.

8 **A. BTG Logistics, Bush Specialty Vehicles and**
9 **Bush Truck Leasing.**

10 Q. Did you actually incorporate all three of
11 those companies?

12 MR. RHODE: Objection to form.

13 THE WITNESS: What was the question,
14 please?

15 BY MR. REDA:

16 Q. Did you incorporate all three of the
17 companies you just mentioned?

18 **A. Yes.**

19 Q. So when was BTG Logistics formed?

20 **A. I don't remember. Back in the '90s.**

21 Q. How about Bush Specialty Vehicles?

22 **A. Probably 2001.**

23 Q. If you know -- let me just say this. If you
24 don't know the exact date, you can just tell me.

1 Around the dates is fine. I can accept that
2 answer, too.

3 **A. I don't know the exact dates, but...**

4 Q. Okay. How about Bush Truck Leasing?

5 **A. 2001.**

6 Q. Are there any owners of -- are there any
7 other owners of Bush Truck Leasing besides
8 yourself?

9 **A. No.**

10 Q. So what was the purpose -- or let me
11 rephrase this.

12 What was the corporate purpose of Bush Truck
13 Leasing when you formed it?

14 **A. To provide truck leasing programs to lease**
15 **trucks.**

16 Q. And that would be to -- let me rephrase
17 that.

18 When Bush Truck Leasing leases a truck to a
19 driver, what is the terminology Bush Truck Leasing
20 uses to identify the driver? Is it a lessee, is it
21 an independent contractor, is it a driver? What's
22 the terminology you use?

23 MR. RHODE: Objection to form.

24 Are you asking about a specific time

1 frame, Bob?

2 MR. REDA: Yeah. Well, it's -- all
3 their contracts are leases. I mean, technically,
4 legally, it's a lessee, but I'm just trying to
5 figure out, to keep the dialogue going, whatever
6 term they use internally, that's the term I'm going
7 to use for the rest of the deposition.

8 THE WITNESS: It depends on who the
9 customer is. And some customers purchase from us,
10 not lease, so in that case it would just be a
11 customer, but...

12 BY MR. REDA:

13 Q. So the purchasers are called customers.
14 What do you call the lessees?

15 **A. People that lease are called lessees.**

16 Q. Okay. So kind of go into -- go into the
17 time frame when we got involved -- or when All Ways
18 Auto got involved with Bush Truck Leasing at the
19 end of -- I believe it was 2016. Let's focus on
20 that.

21 How many employees did Bush Truck Leasing
22 have?

23 **A. This would be a guess because I'm not good**
24 **with time and it's a while ago. I would say 40.**

1 Q. And then were those 40 employees divided up
2 amongst departments or department names or groups
3 of employees?

4 A. Somewhat, yes. Some had dual
5 responsibilities, but yes.

6 Q. Okay. So what were those different
7 departments or groups? What did you call them?

8 A. I don't know if we had a specific name for
9 it. "Departments" was probably used once in a
10 while.

11 Q. Okay. So what were the names of the
12 department names that you'd use once in a while
13 back at the end of 2016?

14 A. I don't know the exact name of all the
15 departments, but we had a staff of collectors.

16 Q. Okay.

17 A. We had a staff of salespeople. We had
18 accountants.

19 Q. Any other departments?

20 A. Maintenance.

21 Q. Any other departments?

22 A. Probably some admin.

23 Q. I think you mean administrators. Right?

24 A. Yes.

1 Q. So I've got collectors, salespeople,
2 accountants, maintenance, and administration. Does
3 that sound right?

4 **A. It sounds like that would be the bulk of it,**
5 **yes.**

6 Q. Anybody else besides that?

7 MR. RHODE: Are you still talking 2016,
8 Bob? Sorry, I just want --

9 MR. REDA: Yeah. Yeah. No, no, I
10 understand.

11 BY MR. REDA:

12 Q. At the end of 2016, when All Ways Auto got
13 involved with Bush Truck Leasing, was that the five
14 departments or were there more?

15 **A. Probably a purchasing group. Might have been**
16 **a purchasing group.**

17 Q. Okay. Anybody else?

18 **A. That's all I can think of for right now.**

19 Q. All right. So in the -- of the -- how many
20 employees were in the collectors group?

21 **A. I'm not sure back then. I would speculate --**
22 **this is speculation, but maybe two to three.**

23 MR. RHODE: Yeah, I just -- I'm not
24 interested in you speculating. So if you know, you

1 know. If you don't know, that's fine.

2 THE WITNESS: Yeah, I don't know.

3 BY MR. REDA:

4 Q. How about currently today, how many people
5 in the collectors area?

6 **A. Strictly collecting, two.**

7 Q. Were any of the current people employed as
8 collectors in 2016, at the end of 2016?

9 **A. No.**

10 Q. Okay. In 2016, how many -- when I say 2016,
11 I'm talking about the end of 2016, when you got
12 into the relationship with All Ways Auto.

13 Is that okay?

14 **A. Ask that again, please.**

15 Q. I want to keep a time frame to keep it
16 simple. When I talk about 2016, I'm actually
17 talking about basically the third quarter of 2016.

18 Is that okay?

19 **A. I won't remember that by quarters. I won't**
20 **remember 2016 to be honest with you, but...**

21 Q. Okay. Well, I've got to go through the
22 questions anyway.

23 MR. RHODE: So, Bob, let me -- let me
24 just try this.

1 So, Mike, the questions he's going to
2 ask you now, when he says 2016, I understand you
3 might not remember. He's asking you about -- all
4 these questions, when he says 2016, are about the
5 end of 2016, about when you entered into the
6 program agreement with AW. If he -- if he asks
7 about a different time, he'll say something
8 different, just for purposes of these questions.

9 THE WITNESS: Okay. I'm okay with the
10 time. I'm just -- I don't remember the dates of
11 2016 versus 2015 or 2017 is what I'm saying.

12 MR. REDA: Okay. That's fair.

13 BY MR. REDA:

14 Q. So how many salespeople did you have at the
15 end of 2016?

16 **A. I don't know for sure.**

17 Q. Okay. How about now?

18 **A. Three. Four.**

19 Q. How many accountants did you have at the end
20 of 2016?

21 **A. I don't know.**

22 Q. How about currently?

23 **A. I don't know for sure.**

24 MR. RHODE: I'm sorry, Bob, did you say

1 accountants?

2 MR. REDA: Yeah, accountants, because
3 he mentioned accountants as one of the groups.

4 MR. RHODE: Okay.

5 BY MR. REDA:

6 Q. So you don't know how many accountants you
7 have currently?

8 **A. No, I do not.**

9 Q. How about in the purchasing group, how many
10 people did you have at the end of 2016?

11 MR. RHODE: Hold on a second, Bob. I
12 think I might be confused. Do you mean accounts as
13 in customers or do you mean accounts as in people
14 employed in the accounts group?

15 MR. REDA: I think he said -- he
16 mentioned that one of the groups was accountants,
17 and I'm thinking it's like his accounting
18 department.

19 BY MR. REDA:

20 Q. Am I correct, Mr. Bush, your accounting
21 department?

22 **A. Yes.**

23 Q. That's a yes?

24 **A. I believe you're asking me how many**

1 **accountings -- accountants we have in the company**
2 **back in 2016.**

3 Q. Yes, I was, and you said you didn't --

4 **A. Yeah, I don't remember the exact number.**

5 Q. All right. And you don't know how many
6 accountants you have currently?

7 **A. I don't want to confuse titles, but I -- I**
8 **can't tell you exactly.**

9 Q. Okay. When you say "confuse titles," do you
10 mean you have people that work as bookkeepers that
11 are not accountants?

12 **A. You'd have to define that for me.**

13 Q. Well, you said you didn't want to mix up
14 titles. And what did you mean by that?

15 **A. Well, not being sure exactly what you meant,**
16 **I wanted to make sure we were on -- had the same**
17 **definition.**

18 Q. Okay. So you mentioned earlier that you had
19 a group of accountants. Am I correct?

20 **A. I meant -- I've said we had an accounting**
21 **department, yes.**

22 Q. Ah, okay. I'll change that. So it's an
23 accountant department, okay, so --

24 **A. Well, yeah, we have a -- I don't know if we**

1 call it accounting department, but -- I'm not sure
2 what we call it, but we do have a -- people that
3 work in accounting.

4 Q. Okay. So for purposes of this deposition,
5 is it okay if I just call that your accounting
6 department?

7 A. Sure.

8 Q. Okay. So at the end of 2016, how many
9 people were in the accounting department?

10 A. I don't know.

11 Q. And currently how many people are in the
12 accounting department?

13 A. I would have to speculate and I could be off
14 by a few. I'm not sure.

15 Q. Would you say less than 10?

16 A. I'd say less than 10.

17 Q. Where I'm going with this is, you mentioned
18 that you had roughly 40 employees in 2016. I'm
19 trying to get the breakdown, and I'm going to ask
20 you the same question for the current employees, so
21 I might as well ask you right now.

22 What is your current employee count?

23 MR. RHODE: Objection to form.

24 THE WITNESS: Roughly 35, 40 people.

1 BY MR. REDA:

2 Q. Of the 35 to 40 employees you currently
3 have, what is the percentage of those employees
4 that were employed by you in -- at the end of 2016?

5 MR. RHODE: Objection to form.

6 THE WITNESS: I don't know.

7 BY MR. REDA:

8 Q. Okay. You said earlier that you had like an
9 admin group. How many employees were in the admin
10 group at the end of 2016?

11 **A. I don't know.**

12 Q. How about currently?

13 **A. I don't know that, either.**

14 Q. You mentioned a purchasing group. How many
15 people were employed in the purchasing group at the
16 end of 2016?

17 **A. The group I'm talking about is mainly**
18 **equipment, which would be trucks. There are mainly**
19 **two-and-a-half people involved in that right now.**
20 **It probably hadn't changed much since 2016.**

21 Q. Is it the same people from 2016 that are
22 currently employed?

23 **A. Yes.**

24 Q. What are the names of the two-and-a-half

1 people in the purchasing group?

2 **A. Lenny Wright.**

3 Q. Is that W-R-I-G-H-T?

4 **A. Yes.**

5 Q. Okay.

6 **A. Steve Alfoldy.**

7 Q. How do you spell his last name?

8 **A. A-L-F-O-L-D-Y.**

9 Q. And then who is the half person?

10 **A. Andy Scanlon.**

11 Q. Is that S-C-A-N-L-O-N?

12 **A. Yes.**

13 Q. And is he the person you actually are
14 identifying as the half person?

15 **A. Yeah. He had some role in it. It was maybe**
16 **less than half, but maybe 25 percent.**

17 Q. So where did your acquire trucks from?

18 Let me rephrase that because time frames are
19 going to be important.

20 At the end of 2016, where were you acquiring
21 your trucks from?

22 MR. RHODE: Objection to form. Are
23 you -- what type of trucks are you talking about,
24 Bob?

1 MR. REDA: Any and all.

2 MR. RHODE: Objection, form.

3 THE WITNESS: Dealers.

4 BY MR. REDA:

5 Q. And who were your main dealers back at the
6 end of 2016?

7 MR. RHODE: Same objection.

8 THE WITNESS: I won't know them all,
9 especially back that far, but I'd guess Valley
10 Ford, Fyda Freightliner, Stoops Freightliner. Some
11 of these companies have probably been purchased
12 since then.

13 BY MR. REDA:

14 Q. I might be able to help you with this one.
15 Why don't we just talk about the type of truck.
16 That might be easier. Like the manufacturer.

17 So back at the end of 2016, who were -- who
18 were the manufacturers that you were purchasing --
19 or let me rephrase that.

20 What -- I guess the best way to say it, were
21 you -- was it Freightliners and Volvos and those
22 types of trucks you were buying? I just want to
23 get a list of the manufacturers. You don't need to
24 be buying it from the manufacturer or buying it

1 direct from a dealer. I'm just trying to figure
2 out where -- what types of trucks you were
3 acquiring.

4 MR. RHODE: Objection to form.

5 THE WITNESS: Ford, Chevy, Dodge, Hino,
6 Freightliner.

7 BY MR. REDA:

8 Q. How do you -- how do you spell --

9 MR. RHODE: Hold on.

10 MR. REDA: I'm sorry.

11 MR. RHODE: Let him finish.

12 MR. REDA: Yeah, yeah, sorry about
13 that.

14 THE WITNESS: Freightliner,
15 International, Volvo, Kenworth, Peterbilt, Dodge,
16 Isuzu. I believe that's it.

17 BY MR. REDA:

18 Q. You mentioned -- I think you said Eno or
19 Veno or something to that effect. I didn't catch
20 that one.

21 A. H-I-N-O.

22 Q. H-I-N-O. I've never even heard of it. Just
23 H-I-N-O, that's it, huh? Okay.

24 A. Yeah. Owned by Toyota.

1 Q. Ah. All right. Got it.

2 So are those the same truck manufacturers
3 that you're acquiring today?

4 MR. RHODE: Objection to form.

5 THE WITNESS: Well, yes.

6 BY MR. REDA:

7 Q. So at the end of 2016, when you're acquiring
8 trucks from these various manufacturers you just
9 mentioned, were you buying them brand new from
10 dealerships or were you buying them used?

11 MR. RHODE: Objection to form.

12 THE WITNESS: Both.

13 BY MR. REDA:

14 Q. Is that the same today, both new and used?

15 **A. Mainly new. Mainly new, but same today, yes.**

16 Q. Okay. Prior to you getting into the truck
17 leasing business, and, it looks like, and the
18 logistics business, were you employed with any
19 truck leasing companies?

20 **A. Well, I worked for my father before. He had**
21 **a truck leasing company.**

22 Q. Was that directly in time before you formed
23 Bush Truck Leasing?

24 **A. Yes, uh-huh.**

1 Q. And what was the name of that company?

2 **A. Bush Leasing.**

3 Q. So is the Bush Leasing company that you
4 worked for the same company that we're talking
5 about, Bush Leasing, today?

6 **A. No.**

7 Q. Was that prior Bush Leasing company
8 dissolved?

9 **A. Yes.**

10 Q. When was that?

11 **A. '99, I believe. 2000, '99. I'm not sure.**

12 Q. Okay. Were you an owner of that prior Bush
13 Leasing company?

14 **A. No.**

15 Q. What was -- well, let me ask you this
16 question. How long did you work, by years -- let
17 me rephrase that.

18 How many years did you work with your father
19 at the previous Bush Leasing company?

20 **A. Roughly 18 years.**

21 Q. Prior to you being employed with your father
22 at the prior Bush Leasing company, did you have --
23 let me rephrase that.

24 Where were you employed just previous to

1 being employed with your father at the previous
2 Bush Leasing company?

3 MR. RHODE: Objection to form.

4 THE WITNESS: Worked for -- as a broker
5 for a financial service company, an independent
6 broker.

7 BY MR. REDA:

8 Q. I'm sorry, I didn't catch that. An event
9 broker?

10 **A. Independent broker.**

11 Q. What kind of brokering were you doing?

12 **A. Insurance and annuities.**

13 Q. Okay. Of the 40 or so employees that were
14 with Bush Truck -- let me rephrase that.

15 Of the 40 or so employees at the end of 2016
16 that were with your company, were any of those
17 employees previously employed by your father's Bush
18 Leasing company?

19 **A. No.**

20 Q. Was Treasa Jones employed with your father's
21 company?

22 **A. No.**

23 Q. What is Treasa Jones's position within your
24 Bush Truck Leasing company?

1 **A. Today?**

2 Q. Today's good, yeah, sure. Why not today.

3 **A. She manages our used assets and oversees our**
4 **maintenance.**

5 Q. What was her position at the end of 2016?

6 **A. I'm not sure what the position was called.**
7 **She advanced up through to where she is today, but**
8 **it was in the maintenance group.**

9 Q. Okay. So that's the last group I want to
10 talk to you about, this maintenance group.

11 At the end of 2016, how many people were
12 employed in the maintenance group?

13 **A. I don't know for sure.**

14 Q. More or less than 10?

15 **A. Less than 10.**

16 Q. Currently how many people are employed in
17 the maintenance group?

18 **A. Two-and-a-half.**

19 Q. Why the drop from less than 10 at the end of
20 2016 to two-and-a-half people currently?

21 **A. We stopped offering the product.**

22 Q. And when you say "the product," what does
23 that mean?

24 **A. The service, the maintenance service.**

1 Q. So Bush Truck Leasing is no longer entering
2 into maintenance -- let me rephrase that.

3 Let me just open it up so I know what the
4 heck I'm talking about here.

5 MR. REDA: I'm going to label these
6 exhibits as we go through them.

7 MR. RHODE: Okay. And, Bob, just for a
8 logistical thing, I've got a whole bunch of -- I
9 tried to have our copy services print what was on
10 that link, so I have a whole bunch of hard copy
11 stuff. It's -- it's hard to see it on the screen
12 the way we have it set up so he can see you and the
13 documents, so if you're going to mark something, if
14 you could just give me a second, I'll try to
15 quickly find it so I could give the witness a
16 marked copy.

17 MR. REDA: Yes. Yes.

18 MR. RHODE: Okay.

19 MR. REDA: I'm not actually identifying
20 this one right now. What I'm trying to do is, I'm
21 trying to get the name of the product.

22 BY MR. REDA:

23 Q. So, Mr. Bush, Bush Truck Leasing is no
24 longer offering service and maintenance program

1 agreements?

2 MR. RHODE: Objection to form.

3 THE WITNESS: Not at the present time.

4 BY MR. REDA:

5 Q. Okay. So when did Bush Truck Leasing stop
6 offering the product?

7 A. I'm not sure of the exact date.

8 Q. Who would know that?

9 A. I don't know. We -- we -- the existing
10 customers still got to take advantage of it, but
11 with the supply chain, we -- issues and -- it was
12 too difficult to provide, provide the service, so we
13 decided to get out of it.

14 And we were getting out of the Class A -- not
15 all the Class A, but a lot of our Class A business
16 was dwindling, so that was our main users of the
17 maintenance product.

18 Q. Would it have been in 2023 that you stopped
19 offering this maintenance product?

20 MR. RHODE: Objection to form, asked
21 and answered.

22 THE WITNESS: I believe it was before
23 that for the most part, but I'm not sure.

24 /////

1 BY MR. REDA:

2 Q. Was it in 2022?

3 **A. I don't know.**

4 Q. Would Treasa Jones know the year that Bush
5 Truck Leasing stopped offering the maintenance
6 product?

7 **A. I don't know -- I don't think she would know**
8 **the exact date.**

9 Q. And you can't tell me today who would know
10 the exact date?

11 **A. I cannot tell you that today.**

12 Q. So who was responsible for getting these
13 service and maintenance program agreements
14 executed?

15 MR. RHODE: Hey, Bob, if you're -- I
16 see you have a document on your screen, but I don't
17 think the witness can see it.

18 So I'm happy to -- since you're
19 referring to it, let me just see if I can -- if I
20 can pull a copy of it for the witness.

21 What was -- do you recall what the
22 PDF name of it is?

23 MR. REDA: Yeah. Yeah, I could tell
24 you right now. That folder that I gave you with

1 the subfolders and the PDFs in it, it's going to
2 be, one, two, three, four, five, six, seven -- the
3 eighth PDF down.

4 So what I'll do is -- I didn't want to
5 do this, but I'll do it right now. Here we go.
6 I'm going to make this as -- rename this. This
7 will be Exhibit 1.

8 All right. Here we go. And where's
9 the Bates stamp? Okay.

10 MR. RHODE: Hey, Bob, let me take a
11 quick break while we --

12 MR. REDA: Yeah. Yeah. Well, just so
13 you know, this is what I'm going to be doing with
14 this as we go through, because I didn't know how we
15 were going to nail these things down. So what I
16 was going to do is open them up, each one, and then
17 label it and then wait for you to find it.

18 MR. RHODE: Okay.

19 MR. REDA: That kind of thing.

20 MR. RHODE: Yeah. Just let us go off
21 for a minute and we'll be right back. Okay?

22 MR. REDA: Sure. Sure, sure, sure.

23 (Recess taken from 8:50 to 9:01,
24 central time.)

1 BY MR. REDA:

2 Q. So during the break, did you have a chance
3 to kind of recollect when you stopped offering the
4 maintenance product?

5 MR. RHODE: Can you hear us now?

6 THE WITNESS: Can you hear me?

7 MR. REDA: Yeah.

8 MR. RHODE: Can you hear us now? We
9 had the -- sorry, I had the, I think, the mic
10 turned off.

11 MR. REDA: That's all right. No
12 worries.

13 BY MR. REDA:

14 Q. During the break, did you -- were you able
15 to refresh your recollection as to when you stopped
16 offering the maintenance product?

17 MR. RHODE: Objection to form.

18 THE WITNESS: No, not -- there wasn't
19 an exact date because the -- we still had people in
20 the maintenance program, which we still had to
21 service and honor until they were through with
22 their leases.

23 MR. REDA: I got it. So then let me
24 rephrase it.

1 BY MR. REDA:

2 Q. Do you recall when you stopped offering the
3 maintenance product to new lessees and/or
4 customers?

5 A. No, I do not.

6 Q. Is there anybody in your company that would
7 know that?

8 A. It wasn't a -- I don't believe there was a
9 formal date that we stopped offering it. We could
10 possibly start offering it again once the supply
11 chain and parts and service facilities became
12 readily available and -- we would be able to offer
13 the product again, but we choose not to during these
14 times, where it was hard to get parts and hard to
15 service the customer base.

16 Q. All right. When you say "we chose," who was
17 the "we" in addition to you?

18 A. I'd be the "we." That would be me. Yeah, I
19 made that decision.

20 Q. Did you consult with anybody within Bush
21 Truck Leasing in making --

22 A. No, I didn't.

23 Q. -- that decision?

24 MR. RHODE: Bob, sorry.

1 Just as a reminder, let him finish.

2 And, Bob, sometimes it -- he speaks
3 slowly, so sometimes it takes him a while, so
4 just -- there's a little more delay over Zoom, too.

5 So just a reminder, let him try and
6 finish the question, and he'll let you finish
7 talking.

8 THE WITNESS: Okay. Gotcha. Sorry. I
9 apologize.

10 MR. REDA: No, do not do that. You
11 don't have to do that because I do the same
12 problem.

13 BY MR. REDA:

14 Q. Okay. Did you consult with anybody within
15 Bush Truck Leasing into coming to the decision to
16 stop offering the product, the maintenance product?

17 **A. No.**

18 Q. When you talked about Class A business, were
19 you -- well, let me rephrase that.

20 When you say the Class A business for Bush
21 Truck Leasing, what are you referring to?

22 **A. Tractors are -- is what I'm referring to, and**
23 **mainly used tractors. I mean, we're still doing new**
24 **tractors, but mainly the used tractors.**

1 Q. Okay. Would those be the same tractors that
2 you're leasing to the drivers that were working
3 with All Ways Auto?

4 MR. RHODE: Objection to form.

5 THE WITNESS: Which tractors are you
6 referring to, the new tractors or the used
7 tractors?

8 MR. REDA: Well, I'll rephrase that.

9 BY MR. REDA:

10 Q. Did Bush Truck Leasing lease any new
11 tractors to drivers who were working with All Ways
12 Auto?

13 A. When Jordan wanted new tractors for a
14 particular contractor, we got them new tractors.

15 Q. In your estimation, how many new tractors
16 were leased to drivers who worked with All Ways
17 Auto?

18 A. I don't know an exact number.

19 Q. Was --

20 A. I just don't know.

21 Q. I'm sorry. Go ahead.

22 A. I don't know.

23 Q. Okay. Was the majority of the tractors that
24 were leased to drivers, who were working with All

1 Ways Auto, used?

2 **A. Yes.**

3 Q. Do you have any personal background in the
4 maintenance of either new or used tractors?

5 **A. Elaborate on "personal background."**

6 Q. Well --

7 **A. I never -- I'm not a mechanic, no.**

8 Q. Okay. Were you ever a driver of a tractor?

9 **A. No.**

10 Q. Have you ever personally taken a tractor
11 into a repair shop to get a repair on that tractor?

12 **A. That wouldn't be legal. I'm not a qualified**
13 **driver.**

14 Q. Okay. When you were working with your
15 father in the previous Bush Leasing company and/or
16 in the current -- in your Bush Leasing company, did
17 you ever work with the lessees to get either
18 preventative maintenance on the truck and/or
19 repairs to a truck tractor?

20 MR. RHODE: Objection to form.

21 THE WITNESS: Elaborate on that,
22 please, as far as what do you mean "work with"?

23 BY MR. REDA:

24 Q. Well, I'll give you an example. There's a

1 gentleman named Milton Billings. He was one of the
2 lessees of Bush Truck Leasing, and he got repairs
3 to his Bush tractor, and he called in to Bush Truck
4 Leasing to assist him with those repairs.

5 So what I'm asking is: Did you ever speak
6 with a driver to facilitate a repair on a Bush
7 lessee's tractor?

8 MR. RHODE: Objection to form.

9 Are you asking whether he worked in the
10 maintenance department, Bob?

11 MR. REDA: He could have done it as the
12 president of the company. It doesn't have to be
13 his work anywhere. He's the owner.

14 BY MR. REDA:

15 Q. Did you understand my question?

16 **A. No.**

17 Q. Did a driver ever -- did a Bush Truck lessee
18 ever communicate to you directly about a repair to
19 that Bush Truck lessee's tractor?

20 MR. RHODE: At any point in time from
21 when he was working with his father to the present?

22 MR. REDA: Yes.

23 THE WITNESS: Yes.

24 /////

1 BY MR. REDA:

2 Q. Since the end of --

3 **A. Well, it's --**

4 Q. Oh, go ahead.

5 **A. I'm not sure a tractor specifically, but a**
6 **vehicle.**

7 Q. Okay.

8 **A. Light-, medium- or heavy-duty truck, I'm not**
9 **sure which it was, but...**

10 Q. Okay. Were you normally involved in those
11 communications or was somebody else in the company?

12 **A. It depends what point in time.**

13 Q. I could rephrase it.

14 MR. RHODE: Hold on. Let him finish,
15 Bob.

16 MR. REDA: Go ahead.

17 THE WITNESS: When I started in the
18 leasing business, I would assist people in getting
19 service.

20 BY MR. REDA:

21 Q. And that was at your father's company?

22 **A. Yes.**

23 Q. Since you started your own company, have you
24 been involved in the conversations with the lessees

1 regarding either preventative maintenance and/or
2 repairs?

3 **A. Yes.**

4 Q. In what way?

5 **A. If they had warranty issues, if I could**
6 **assist, if we can -- and this -- whether they were**
7 **maintenance customers or not maintenance customers,**
8 **any way we could assist them as far as getting**
9 **trucks fixed, getting trucks covered under warranty,**
10 **those types of things.**

11 Q. All right. Were you -- as it relates to All
12 Ways Auto since the end of 2016 through the current
13 date, have you been involved in discussions with
14 the Bush Truck Leasing lessees, who are working
15 with All Ways Auto, regarding preventative
16 maintenance on their tractors?

17 MR. RHODE: Objection to form, lacks
18 foundation.

19 THE WITNESS: No, I don't believe so.
20 BY MR. REDA:

21 Q. So who in -- let's go back to dates again.
22 Since the end of 2016 through today's date,
23 who were the people employed by Bush Truck Leasing,
24 who were supposed to work with Bush Truck Leasing

1 lessees, who were working with All Ways Auto,
2 regarding their preventative maintenance services?

3 MR. RHODE: Objection to form.

4 THE WITNESS: The maintenance
5 department.

6 BY MR. REDA:

7 Q. Okay. And who within the maintenance
8 department was specifically assigned to work with
9 the Bush Truck lessees, who were working with All
10 Ways Auto, regarding their preventative
11 maintenance?

12 MR. RHODE: Objection to form.

13 THE WITNESS: There wasn't a specific
14 person or -- the department in general.

15 BY MR. REDA:

16 Q. You could agree with me that those questions
17 are very long, so I'm going to ask you to hopefully
18 agree with me to shorten them.

19 When I refer to "Bush Truck lessees" from
20 here on out, I'm referring to those Bush Truck
21 lessees that were working with All Ways Auto under
22 the program agreement with Bush Truck Leasing.

23 Is that okay?

24 **A. So from now on, we're always talking about**

1 **All Ways Auto, right?**

2 Q. Yes.

3 **A. Okay.**

4 Q. Is that okay?

5 **A. Gotcha. Yes.**

6 Q. Okay. Otherwise, I'll have these questions
7 going to be like, you know, 50 words long.

8 So in 2016, I think you said that -- at the
9 end of 2016, you said that there was less than 10
10 people in the maintenance department. Is that
11 correct?

12 MR. RHODE: Objection to form.

13 THE WITNESS: I did -- it sounds
14 correct, yes.

15 BY MR. REDA:

16 Q. All right. Was Larry Vanover employed by
17 Bush Truck Leasing at the end of 2016 in the
18 maintenance department?

19 **A. Yes.**

20 Q. Was Jim Olson employed by Bush Truck Leasing
21 at the end of 2016 in the maintenance department?

22 **A. I believe so. I'm not -- again, I'm not sure**
23 **of the dates of employment, but I believe so.**

24 Q. Was Doug Ritchie employed by Bush Truck

1 Leasing at the end of 2016 in the maintenance
2 department?

3 **A. I'm not definite on that. I -- he might have**
4 **came later.**

5 Q. Was Ed Soder or Sowder employed --

6 **A. Sowder?**

7 Q. Sowder. Okay.

8 **A. Sowder, yeah.**

9 Q. S-O-W-D-E-R.

10 Was he employed by Bush Truck Leasing at the
11 end of 2016 in the maintenance department?

12 **A. I believe so.**

13 Q. Can you recall anybody else that was
14 employed by Bush Truck Leasing in the maintenance
15 department at the end of 2016?

16 MR. RHODE: Other than -- I'm sorry.
17 Other than the three you just mentioned and Treasa
18 and Larry, Bob?

19 MR. REDA: I didn't know -- oh, I
20 didn't know Treasa was involved. Okay. I'll ask
21 you that.

22 MR. RHODE: Oh, I'm sorry.

23 MR. REDA: No, that's okay.

24 MR. RHODE: Okay. Objection to form.

1 Go ahead.

2 MR. REDA: I'll ask him.

3 BY MR. REDA:

4 Q. Was Treasa Jones employed by Bush Truck
5 Leasing at the end of 2016 in the maintenance
6 department?

7 A. I'm not sure what date she started. She
8 could have been, along with three or four other
9 people that I don't recall their names.

10 Q. All right. But at some time -- at some
11 point in time after the end of 2016, Larry Vanover,
12 Jim Olson, Doug Ritchie, Ed Sowder and Treasa Jones
13 all were employed in the maintenance department of
14 Bush Truck Leasing?

15 A. At some point in time, yes.

16 Q. Okay. And then you said that there was no
17 specific person assigned to preventative
18 maintenance.

19 A. I didn't say that.

20 Q. At the end of 2016, which person in the
21 maintenance department was assigned to preventative
22 maintenance services on Bush Truck lessees'
23 tractors?

24 MR. RHODE: Objection to form and lacks

1 foundation.

2 THE WITNESS: I can't be specific on
3 that answer. I don't know. You'd have to talk to
4 the department heads. They all had different
5 responsibilities.

6 BY MR. REDA:

7 Q. Okay. So at the end of 2016, who was the
8 department head?

9 **A. Larry Vanover.**

10 Q. Okay. When did Larry Vanover stop being the
11 department head of the maintenance department for
12 Bush Truck Leasing?

13 **A. Never has.**

14 Q. Oh. So Mr. Vanover is currently the head of
15 the maintenance department for Bush Truck Leasing?

16 **A. Treasa Jones oversees day-to-day operations,**
17 **but she reports to Larry.**

18 Q. Does Mr. Vanover have a title?

19 **A. Yes.**

20 Q. What is his current title?

21 **A. President of Bush Specialty Vehicles.**

22 Q. So is the maintenance -- I'll actually
23 rephrase that.

24 When you -- when we talked earlier, you said

1 you had three companies. I assumed that Bush Truck
2 Leasing was a separate company by itself. Is that
3 correct?

4 **A. It is.**

5 Q. All right. Is Larry Vanover employed by
6 Bush Truck Leasing?

7 **A. No. Part of his -- some of his salary at the**
8 **time was allocated, I believe, I believe, to Bush**
9 **Truck Leasing.**

10 Q. Did Larry Vanover get a W-2 as an employee
11 of Bush Truck Leasing ever?

12 **A. I don't know.**

13 Q. But currently he's the president of the
14 Specialty Vehicles company?

15 **A. Yes.**

16 Q. So what's Treasa Jones' title with Bush
17 Truck Leasing?

18 **A. I don't know her official title.**

19 Q. When you say that part of Larry Vanover's
20 pay was allocated to Bush Truck Leasing, does that
21 mean that Larry Vanover provided services for all
22 three companies that you mentioned earlier?

23 MR. RHODE: Objection to form.

24 THE WITNESS: No.

1 BY MR. REDA:

2 Q. All right. So at the end of 2016, Larry
3 Vanover provided services for both the Specialty
4 Vehicles company, as well as Bush Truck Leasing?

5 **A. I would like to clarify.**

6 Q. Yeah, absolutely. Yeah, sure.

7 **A. I'm not sure that -- how salaries and so**
8 **forth are allocated and I'm not sure that the**
9 **maintenance group wasn't actually part of Bush**
10 **Specialty Vehicles instead of Bush Truck Leasing.**

11 Q. Well, I'm going to -- on the screen, you've
12 got basically Plaintiff's Exhibit 1, which purports
13 to be a service and maintenance program agreement
14 that was between 3D Transport, Inc., and Bush Truck
15 Leasing. Do you see that? I can kind of like --
16 it's this section right here.

17 MR. RHODE: Yeah, I believe the witness
18 has the exhibit in hard copy in front of him.

19 MR. REDA: Okay. Great.

20 BY MR. REDA:

21 Q. Do you see this document?

22 **A. Yes, I do, uh-huh.**

23 Q. And if you go to the last page, page four,
24 the signature block on the right side, the name

1 says Bush Truck Leasing. Do you see that?

2 **A. Correct.**

3 Q. Does this refresh your recollection as to
4 who was actually providing services under this --
5 under the maintenance program?

6 MR. RHODE: Objection to form.

7 THE WITNESS: Who as in what company?

8 MR. REDA: Yes, who as in what company.

9 THE WITNESS: No.

10 BY MR. REDA:

11 Q. Do you recognize that signature on the
12 bottom right?

13 **A. Yes.**

14 Q. Who is it?

15 **A. Robin Stirsman.**

16 Q. Is Robin -- can you spell her last name for
17 us.

18 **A. I can try. S-T-I-R-M-A-N-S (sic).**

19 Q. Is Robin still employed by Bush Truck
20 Leasing?

21 **A. Yes.**

22 Q. Is she still the secretary of Bush Truck
23 Leasing?

24 **A. Yes.**

1 Q. Going on a limb here, I'm assuming you're
2 the president of Bush Truck Leasing?

3 **A. Yes.**

4 Q. Who's the treasurer of Bush Truck Leasing?

5 **A. I'm not sure right now.**

6 Q. Do you normally hold shareholder meetings on
7 an annual basis for Bush Truck Leasing?

8 MR. RHODE: Objection to form.

9 THE WITNESS: Not -- not always.

10 BY MR. REDA:

11 Q. When was the last directors meeting you
12 recall for Bush Truck Leasing, Inc.?

13 MR. RHODE: Objection to form and lacks
14 foundation.

15 THE WITNESS: I don't remember.

16 BY MR. REDA:

17 Q. Are you a shareholder of Bush Truck Leasing,
18 Inc.?

19 **A. Yes.**

20 Q. And you said -- if I remember correctly, you
21 said you're the only shareholder of Bush Truck
22 Leasing, Inc.?

23 **A. Correct.**

24 Q. And when you referred to the maintenance

1 department earlier, were you referring to the
2 maintenance department of Bush Truck Leasing, Inc.,
3 or some other company?

4 **A. Bush Truck Leasing, Inc.**

5 Q. Who is the head of -- or let me rephrase
6 that.

7 At the end of 2016, who was the head of the
8 accounting department?

9 **A. I'm not sure on the date. I believe it was**
10 **Joe Matdey.**

11 Q. How do you pronounce his last name?

12 **A. Matdey, M-A-T-D-E-Y.**

13 Q. When did Joe Matdey stop being the head of
14 the accounting department for Bush Truck Leasing?

15 **A. Roughly 2019, 2020.**

16 Q. And who replaced him?

17 **A. Andy Vidourek.**

18 Q. How do you spell his last name?

19 **A. I'm not sure. Vidourek. V-I-D-E-R...**

20 MR. RHODE: Yeah, maybe we can get the
21 spelling for the reporter at the next break.

22 BY MR. REDA:

23 Q. Does it sound like "Bidderick"?

24 **A. It's V, as in "Victor."**

1 Q. Oh, Vidourek, okay. Okay.

2 And is Andy Vidourek currently the head of
3 the accounting department for Bush Truck Leasing,
4 Inc.?

5 **A. Yes.**

6 Q. What -- what was and is Jim Olson's job
7 description at Bush Truck Leasing, Inc.?

8 MR. RHODE: Objection to form.

9 THE WITNESS: He's in our maintenance
10 group.

11 BY MR. REDA:

12 Q. Anything more than that, just an employee of
13 the maintenance group?

14 **A. His exact description would have to come from**
15 **Larry Vanover or Treasa Jones.**

16 Q. Okay. I have the same question with Doug
17 Ritchie. What was and is his job description for
18 the maintenance group?

19 **A. I would give the same answer. There are**
20 **specific duties, but I don't know if they change or**
21 **they were the same all the time.**

22 Q. All right. What about Ed Sowder's -- what
23 was his job description?

24 **A. His total job description, I don't know. He**

1 **oversaw the maintenance department for a while. He**
2 **reported to Larry Vanover as well.**

3 Q. Do you know what software program Bush Truck
4 Leasing was using in the maintenance department for
5 repairs and/or maintenance to Bush Truck lessees'
6 tractors at the end of 2016?

7 MR. RHODE: Objection to form.

8 THE WITNESS: Not for certain.

9 BY MR. REDA:

10 Q. Who would know that?

11 **A. Treasa.**

12 Q. Do you know whether or not the software that
13 was being used in the maintenance department at the
14 end of 2016 is the same software that's being used
15 currently for Bush Truck Leasing?

16 MR. RHODE: Objection to form.

17 THE WITNESS: I don't believe it is.

18 BY MR. REDA:

19 Q. Do you know what -- do you know what
20 software platform Bush Truck Leasing switched to?

21 **A. I do not.**

22 Q. Would Treasa Jones know that?

23 **A. I believe so.**

24 Q. At the end of 2016, the -- Bush Truck

1 Leasing had a website, correct?

2 **A. We had a -- yes.**

3 Q. Did you participate in any way in the
4 drafting of the copy or text within the website at
5 the end of 2016?

6 **A. No.**

7 Q. Who was responsible for that?

8 **A. Our marketing.**

9 Q. Is that another -- is marketing another
10 department?

11 **A. It's a person.**

12 Q. All right. So at the end of 2016, who was
13 your marketing person?

14 **A. Steven Mullen.**

15 Q. Is that M-U-L-L-E-N?

16 **A. Yes.**

17 Q. Is Mr. Mullen still your marketing person
18 for Bush Truck Leasing?

19 **A. Yes.**

20 Q. As it relates to the wording of the website
21 at the end of 2016, was Mr. Mullen the drafter of
22 all that text and copy?

23 **A. He worked with sales, I'm sure.**

24 Q. All right. Did he ever review the text and

1 copy on the Bush Truck Leasing website at the end
2 of 2016?

3 MR. RHODE: Objection to form, lacks
4 foundation.

5 BY MR. REDA:

6 Q. I'm sorry. With you.

7 **A. No.**

8 Q. It appears that the Bush Truck Leasing
9 website has changed, you know, has been updated
10 over time to the current version.

11 At any time between the end of 2016 and
12 today, did you ever work with anybody on the text
13 and copy of the Bush Truck Leasing website?

14 **A. No.**

15 Q. Besides Steve Mullen, who in sales would
16 have worked with him at the end of 2016?

17 MR. RHODE: Objection to form.

18 I'm sorry, Bob, I didn't catch -- there
19 was a "him" in there.

20 MR. REDA: Oh, yeah, I'll rephrase it.

21 BY MR. REDA:

22 Q. The -- who besides Steven Mullen worked on
23 the 2016 Bush Truck website -- let me rephrase that
24 again.

1 At the end of 2016, specifically related to
2 the website that was published at the end of 2016,
3 who besides Steve Mullen worked on the text and
4 copy for that website?

5 **A. I don't know.**

6 Q. Between the end of 2016 and today's date,
7 who were the people who worked, from Bush Truck
8 Leasing, who worked on the Bush Truck Leasing
9 website copy and text?

10 **A. I don't -- I don't know.**

11 Q. Who would know that?

12 **A. Steven Mullen.**

13 Q. Did you ever review the Bush Truck Leasing
14 website at the end of 2016?

15 **A. Not that I remember.**

16 Q. Have you ever reviewed the Bush Truck
17 Leasing website since the end of 2016 and today's
18 date?

19 **A. No.**

20 Q. So if there's statements on the Bush --
21 well, let me rephrase that.

22 Do you have any knowledge, from the end of
23 2016 to today's date, whether or not any of the
24 statements that was published on the Bush Truck

1 Leasing website were false?

2 MR. RHODE: Objection to form, vague
3 and overbroad.

4 I mean, are you asking him about a
5 specific statement or...

6 BY MR. REDA:

7 Q. Do you understand the question, Mr. Bush?

8 **A. Yeah, I'm waiting for --**

9 MR. RHODE: Yeah, I'm just going to
10 object to form. I mean, you're asking him about
11 what might have been on the website seven years
12 ago. I mean, if you want to ask him about a
13 specific statement -- objection to form.

14 MR. REDA: Okay.

15 BY MR. REDA:

16 Q. You can answer, Mr. Bush, if you understand
17 the question.

18 **A. Ask it again, please. I don't understand the**
19 **question.**

20 Q. All right. Since the end of 2016 through
21 today's date, do you have any knowledge of whether
22 any of the statements on the Bush Truck Leasing
23 website were false?

24 **A. No.**

1 Q. All right.

2 MR. RHODE: I mean, same object -- just
3 a standing objection to questions about every word
4 on a website for seven years that you're not
5 showing him, so objection.

6 MR. REDA: No, that's okay. I get it.
7 Yeah, yeah, yeah, I understand where you're going
8 with it.

9 Give me one second. I want to bring up
10 some stuff here.

11 MR. RHODE: Is this going to be another
12 document?

13 MR. REDA: Yeah, but I got to find it.
14 Give me a second here.

15 MR. RHODE: If you know what you're
16 looking for, we could just go off the record now
17 and I can start thumbing through the hard copies to
18 save time.

19 MR. REDA: Yeah. What I'm doing is,
20 I'm trying to find it so I could give you where
21 it's at. That's what I'm looking at right now.

22 MR. RHODE: Okay. And we could
23 probably go off the record.

24 MR. REDA: Yeah. Why don't we take a

1 three-, four-minute break.

2 (Recess taken from 9:31 to 10:00,
3 central time.)

4 BY MR. REDA:

5 Q. Okay. Within Plaintiff's Exhibit 2,
6 Mr. Bush --

7 **A. Yes.**

8 Q. -- it looks like the second email down.
9 It's the one that's highlighted, November 2nd,
10 2016, that's from you to Mr. Georgiev. Do you see
11 that?

12 MR. RHODE: Yeah. Hold on just so I
13 can explain to him what -- so what he's handed to
14 you, it's a three-page document for the record.
15 Feel free to -- the way emails work is the oldest
16 in time is at the bottom, so feel free to review --
17 Bob would tell you this, but any time you're handed
18 a document, feel free to review it, familiarize
19 yourself with it, and then he'll likely have some
20 questions for you on it.

21 THE WITNESS: Okay.

22 MR. RHODE: It's a three-page document,
23 right, Bob?

24 MR. REDA: Yes, it is.

1 MR. RHODE: Okay.

2 THE WITNESS: Okay.

3 BY MR. REDA:

4 Q. Do you recognize that series of emails in
5 Exhibit 2?

6 Or let me rephrase that. I'll do it the
7 formal way.

8 I'm showing you what's been marked as
9 Plaintiff's Exhibit 2. It's a three-page document,
10 including multiple emails.

11 Do you recognize these emails?

12 **A. They seem familiar, yes.**

13 Q. Okay. So I want to direct your attention to
14 the November 2nd, 2016, 4:06 p.m. email from you to
15 Mr. -- to Jordan. Do you see that email?

16 **A. November 16th at what time?**

17 Q. November 2nd, 2016.

18 **A. 2016.**

19 Q. It's the second email on the first page.
20 I've highlighted it in yellow.

21 **A. Yes, I see it, uh-huh.**

22 Q. All right. Is that a true and accurate copy
23 of the email that you sent to Mr. Jordan November
24 2nd, 2016?

1 **A. I assume it is.**

2 Q. Do you have any reason to believe it's not?

3 **A. No. It seems like the conversation -- or the**
4 **emails that went back and forth after he called**
5 **looking for a truck program.**

6 Q. If you look at the second sentence in the
7 November 2nd email, it starts with the word
8 "agreement," with the addendum and two years of
9 company's financial statements. Do you see that?

10 **A. Yes.**

11 Q. Why did you need All Ways Auto's financial
12 statements in this November 2nd, 2016 email?

13 **A. Make sure they had the wherewithal to stand**
14 **behind the program. If the driver defaulted, they**
15 **would have to pay the payments until they got it --**
16 **the truck reseated. That was their responsibility,**
17 **so I had to make sure they had the wherewithal to do**
18 **so.**

19 Q. Okay. And then if you go down to the --
20 basically the second paragraph in the email, it
21 says: I will have the program guide to you tonight
22 or tomorrow. Do you see that?

23 **A. Yes.**

24 Q. So is it correct that on November 2nd, 2016,

1 you were going to provide the Bush Truck Leasing
2 program agreement to Jordan the following day?

3 MR. RHODE: Objection to form.

4 Did you say -- objection, form.

5 BY MR. REDA:

6 Q. You could answer if you understand it.

7 **A. I -- I'm not sure what you said there. Go**
8 **ahead.**

9 Q. All right. I could rephrase it.

10 You say in the email: I will have the
11 program guide to you tonight or tomorrow. Do you
12 see that?

13 **A. Yes.**

14 Q. You provide Jordan a copy of the program
15 agreement?

16 MR. RHODE: Objection to form.

17 THE WITNESS: That's two different
18 things. The program guide and the program
19 agreement are two different things here.

20 BY MR. REDA:

21 Q. Oh, okay. Can you explain the difference.

22 **A. The program guide is just the procedures of**
23 **how the program would work on a daily basis, that**
24 **gets approved by the corporate sponsor before you**

1 **roll it out to the drivers.**

2 Q. Okay. Is that -- does that program guide
3 relate to the relationship between Bush Truck
4 Leasing and All Ways Auto or does it relate to All
5 Ways -- I mean, Bush Truck Leasing and the driver
6 lessees?

7 **A. It's -- it's geared towards how we present**
8 **the program to the drivers, the program guide is.**
9 **Is that what we were talking about, the program**
10 **guide?**

11 Q. Yes.

12 **A. Okay.**

13 Q. Yes. Yes.

14 **A. But it's approved and helped structured by**
15 **the corporate sponsor, or AW.**

16 Q. Okay. So -- I'll get this correct. So the
17 program guide that you were going to deliver to
18 Jordan through the November -- after the November
19 2nd, 2016 email, relates to how Bush Truck Leasing
20 is going to deal with their -- Bush Truck Leasing
21 lessees?

22 MR. RHODE: Objection to form.

23 THE WITNESS: Yes. It's how they --
24 yes.

1 BY MR. REDA:

2 Q. Okay. If you go down a little further --
3 I'll just kind of sort of highlight it so we can
4 all have kind of the same picture here.

5 MR. RHODE: By the way, we're not --
6 I'll try to direct the witness. We're not going
7 to -- he's not going to see that highlighting, but
8 I can, and so I could try to help him if he can't
9 find where you are.

10 MR. REDA: Oh, he can't -- oh, he does
11 have the screen, the shared screen?

12 MR. RHODE: It's -- it's very small
13 because he wants to be able to see you, but that's
14 okay. Just I think he'll be able to find it on his
15 document.

16 MR. REDA: All right. Then I'll walk
17 him through like I did before. First sentence,
18 second sentence, first word, I'll go that route.

19 MR. RHODE: Yep.

20 BY MR. REDA:

21 Q. All right. So if you go to the next page of
22 Exhibit 2, there is a Tuesday, November 1st, 2016
23 email at 5:30 p.m. from you to Jordan. Do you see
24 that?

1 **A. Yes, uh-huh.**

2 Q. All right. Is that a true and accurate copy
3 of the November 1st, 2016 email you sent to Jordan
4 on or about -- at or about 5:30 p.m.?

5 **A. It looks like it.**

6 Q. All right. In the second sentence of the
7 first paragraph, you say: We have a vested
8 interest in the independent contractor's success,
9 comma, so our entire program is based upon helping
10 contractors be successful. Do you see that?

11 **A. Yes.**

12 Q. And you wrote that, correct?

13 **A. Correct.**

14 Q. Okay. So how is your program helpful for
15 contractors to be successful?

16 MR. RHODE: Objection to form.

17 THE WITNESS: Well, the main thing is
18 the driver -- the contractors can't be successful
19 unless they can acquire a truck.

20 MR. REDA: Okay.

21 THE WITNESS: Our program allows them
22 to acquire a truck.

23 BY MR. REDA:

24 Q. Okay. Anything else?

1 **A. We approve them for financing.**

2 Q. Okay.

3 **A. Those are the biggest things.**

4 Q. So just acquisition of a truck and
5 financing?

6 **A. And helping them have the resources to take**
7 **care of the truck as they continue through the**
8 **lease.**

9 Q. Was there anything related to preventative
10 maintenance?

11 **A. That's one of the resources, uh-huh.**

12 Q. Okay. So one of the -- one of the ways the
13 program helps the contractors be successful is
14 through preventative maintenance?

15 MR. RHODE: Objection to form.

16 THE WITNESS: Having the money, yes,
17 available to do the preventative maintenance.

18 BY MR. REDA:

19 Q. Under the program, who was going to actually
20 do the preventative maintenance, Bush Truck Leasing
21 or some third party?

22 MR. RHODE: Objection to form, vague,
23 and the word "execute."

24 THE WITNESS: Third party.

1 BY MR. REDA:

2 Q. Was truck repairs part of the program to
3 help the contractors be successful?

4 MR. RHODE: Objection to form.

5 THE WITNESS: Certain types of repairs.

6 BY MR. REDA:

7 Q. And who was going to provide those repairs,
8 Bush Truck Leasing or a third party?

9 MR. RHODE: Objection to form, "third
10 party."

11 THE WITNESS: Third party.

12 BY MR. REDA:

13 Q. When we talk about third parties, you're
14 talking about third-party repair shops, correct?

15 **A. Correct.**

16 Q. And those repair shops could be anything
17 from the -- a dealership, all the way down to a ma
18 and pop repair shop?

19 MR. RHODE: Objection to form.

20 THE WITNESS: Yes.

21 BY MR. REDA:

22 Q. What about discounts on the repairs, was
23 that part of the program?

24 **A. We would negotiate the best price with the**

1 **repair shop.**

2 Q. And then would you pass that best price down
3 to the truck lessees?

4 **A. Yes, some of it.**

5 Q. When you say "some of it," what does that
6 mean?

7 **A. That in some cases it might be split, the**
8 **savings.**

9 Q. Split between whom?

10 **A. Us and the lessee.**

11 Q. How would that work? Explain that to me.

12 MR. RHODE: Objection to form, vague,
13 overbroad, lacks foundation.

14 THE WITNESS: If we were able -- it
15 depends on if it's a national provider, we had a
16 national account with somebody. Let's say they
17 gave us a 20 percent discount. We might keep five
18 of it and give 15 percent to the...

19 BY MR. REDA:

20 Q. Prior to using Dickinson freight services,
21 did Bush Truck Leasing use another intermediary or
22 third party to manage the maintenance program?

23 MR. RHODE: Objection to form.

24 THE WITNESS: Well, we viewed Dickinson

1 as another vendor of ours, but no.

2 BY MR. REDA:

3 Q. So Dickinson freight service didn't actually
4 provide the repairs, did they? They basically
5 shopped it out to third-party vendors, right?

6 MR. RHODE: Objection to form.

7 THE WITNESS: No. They provided
8 repairs.

9 BY MR. REDA:

10 Q. So Dickinson freight services had repair
11 facilities?

12 **A. They had some physical facilities and they**
13 **had their own mobile trucks.**

14 Q. Okay. Did Bush Truck Leasing have mobile
15 trucks?

16 **A. No.**

17 Q. Did Bush Truck Leasing have a 24-hour call
18 center for their lessees to use in the case of
19 breakdowns?

20 **A. Yes.**

21 Q. And who was responsible for that call
22 center?

23 **A. Well, we had a rotating staff that would take**
24 **turns staying up all night taking those calls.**

1 Q. Who was in charge of the call center?

2 **A. Larry Vanover.**

3 Q. The whole time between the end of 2016 and
4 currently?

5 **A. Well, he was the head.**

6 Q. I know. I'm trying to get a time frame.

7 Was he the head all the way from the end of
8 2016 through today?

9 **A. He's been the head of our maintenance group,**
10 **yes.**

11 Q. Okay. So in 2016, who were some of the
12 names of the people that would man the call center
13 for the 24 hours?

14 **A. Larry himself, Treasa, Ed Jones -- or Ed --**
15 **what's his last name? Ed --**

16 Q. Sowder?

17 **A. Ed Sowder, yeah. Doug Ritchie. I believe**
18 **there's a Sheri that was in charge -- took the**
19 **calls. Jim. Yeah, Jim.**

20 Q. Did that call center ever shutdown between
21 the end of 2016 and today's date?

22 **A. Well, we had a backup vendor to do that if it**
23 **did.**

24 Q. Who was the backup vendor?

1 **A. I believe it was part of the National Lease**
2 **group.**

3 Q. So let me rephrase that, I guess, in a way.

4 Did the 24-hour Bush Truck Leasing call
5 center shutdown permanently at any point between
6 the end of 2016 and today's date?

7 MR. RHODE: Objection to form, asked
8 and answered.

9 THE WITNESS: I don't believe so.

10 BY MR. REDA:

11 Q. So Bush Truck Leasing currently has a
12 24-hour call center to assist Bush Truck Leasing
13 lessees in the case of breakdowns, repairs,
14 preventative maintenance?

15 MR. RHODE: Objection to form. Go
16 ahead.

17 THE WITNESS: Our maintenance -- our
18 maintenance customers, yes.

19 BY MR. REDA:

20 Q. Okay. Is Bush Truck center employees
21 manning that call center or is there a third party
22 manning the call center?

23 **A. I don't know.**

24 Q. Who would know that?

1 **A. Treasa or Larry.**

2 Q. All right. I mentioned Dickinson freight
3 services earlier. Is it Dickinson freight services
4 who was answering the calls from the 24/7 call
5 center?

6 **A. They may be now.**

7 Q. Do you know when Dickinson freight center
8 took over Bush Truck Leasing's 24/7 call center?

9 MR. RHODE: Objection to form and
10 misstates testimony.

11 THE WITNESS: I don't.

12 BY MR. REDA:

13 Q. Going back to this Plaintiff's Exhibit 2,
14 the second paragraph, it's -- because you just got
15 the documents in front of you, you're not looking
16 at the screen, so it makes it a little bit
17 difficult, but going back to that same Plaintiff's
18 Exhibit 2, the November 1st, 2016 email, on page
19 two, the second paragraph, very first sentence
20 says: I have attached our corporate sponsor
21 agreement for your review. Do you see that?

22 **A. Yes.**

23 Q. Is that the program agreement between All
24 Ways Auto and Bush Truck Leasing that you're

1 referencing there?

2 **A. Correct.**

3 Q. Okay.

4 All right. I'm going to -- I'm referencing
5 now Plaintiff's Exhibit 3. It's another document
6 that may -- I hope is in front of you. It's
7 actually 19 pages long.

8 MR. RHODE: Okay. Give us -- just give
9 me a minute, Bob.

10 MR. REDA: Yeah.

11 MR. RHODE: Are we done with 2 for
12 right now?

13 MR. REDA: Well, I'd leave it in front
14 of him because I might go back to it.

15 MR. RHODE: Okay.

16 All right. I have handed the witness
17 what you've marked at the top Plaintiff's Exhibit
18 3.

19 MR. REDA: Great.

20 BY MR. REDA:

21 Q. So, again, I'm showing you what's been
22 marked as Plaintiff's Exhibit 3 and --

23 MR. RHODE: Just to -- just make sure
24 we're -- is this a January 19th, 2022 email?

1 MR. REDA: No. If you look right below
2 that, it says "forwarded message." Do you see
3 that?

4 MR. RHODE: Oh, okay.

5 BY MR. REDA:

6 Q. So the date is basically November 3rd, 2016,
7 at 11:18 a.m., from yourself to Jordan again. Do
8 you see that email?

9 A. Yes, uh-huh.

10 Q. All right. So in the very first sentence,
11 you say: I've attached the program guide that I
12 mentioned, period. Do you see that?

13 A. Yes.

14 Q. So November 3rd, 2016, is the day you
15 delivered the program guide to Jordan?

16 MR. RHODE: Objection to form, lacks
17 foundation.

18 MR. REDA: I'll rephrase that. Let me
19 rephrase that.

20 BY MR. REDA:

21 Q. Does this appear to be a true and accurate
22 copy of your November 3rd, 2016 email from yourself
23 to Jordan?

24 A. It appears, yes.

1 Q. And if you actually look, the subject line
2 of your email, do you see it there, subject, colon,
3 emailing, dash, Bush Truck Leasing program guide --

4 **A. Uh-huh.**

5 Q. -- for AW Transport, 2016, PDF. Do you see
6 that?

7 MR. RHODE: Yeah, objection to form to
8 the extent it mischaracterizes the email you're
9 referring to.

10 BY MR. REDA:

11 Q. Mr. Bush, you do see that, though, right?

12 **A. I do see it, uh-huh.**

13 Q. Okay. Did you attach the program guide to
14 this November 3rd, 2016 email?

15 **A. I think so.**

16 Q. Well, if you look at the very first sentence
17 within the body of the e-mail, it says: I have
18 attached the program guide that I had mentioned.
19 Do you see that?

20 **A. Yes.**

21 Q. Does that refresh your recollection as to
22 whether or not you attached the program guide in
23 this November 3rd, 2016 email to Jordan?

24 **A. It doesn't refresh my recollection. It**

1 **states that I did, though.**

2 Q. Okay. Do you have any facts or beliefs that
3 you didn't attach it to this email?

4 **A. I believe I would have sent him something**
5 **that looked -- to review, yes.**

6 Q. Okay. Do you believe that you sent him the
7 program guide on or about November 3rd, 2016?

8 **A. I believe I sent him the program guide to get**
9 **his thoughts and opinions on what it -- how the**
10 **program should roll out.**

11 Q. Okay. Now, if you go -- you've got to go
12 down a little bit, but on page three of this
13 exhibit --

14 **A. Okay.**

15 Q. -- that starts the program guide. Is that
16 correct?

17 MR. RHODE: And, Bob, just for the
18 record, I'll just -- I'll just object to the extent
19 this document is actually an email from
20 Mr. Georgiev to you with an attachment, but he's on
21 the right page that you are asking about.

22 So with that objection, the witness is
23 now looking at the first page of the Bates labeled
24 AW196201.

1 BY MR. REDA:

2 Q. So let me ask -- Mr. Bush, going back to
3 page one on this particular email, right, absent
4 the forwarding from my client to me of your email
5 to him, do you have any reason to believe that this
6 November 3rd, 2016 email from you to Mr. Jordan at
7 11:18 a.m. is not true and accurate?

8 MR. RHODE: Objection to form to the
9 extent it calls for the witness to speculate about
10 what or was not sent to Jordan to you, so
11 objection.

12 You can answer the question.

13 THE WITNESS: I don't have any reason
14 to believe it's not, no.

15 MR. REDA: Okay. If we're going to
16 fight over this kind of stuff, we're going to be
17 here for a long time.

18 BY MR. REDA:

19 Q. All right. So going back to the Bush Truck
20 Leasing program guide that starts on page three, I
21 would like you to look at page three through 19,
22 and I'm going to ask you point blank: Is this a
23 true and accurate copy of the Bush Truck Leasing
24 program guide that you sent to Jordan on or about

1 November 3rd, 2016.

2 So please review it. I'll ask you that
3 question when you're done reviewing it.

4 **A. It looks like something I would have sent out**
5 **for his review.**

6 Q. Is that a true and accurate copy of the
7 program guide that was in existence at the end of
8 2016 for Bush Truck Leasing?

9 MR. RHODE: Objection to form, asked
10 and answered.

11 THE WITNESS: I don't recall. It looks
12 like it could have been if -- if Jordan and AW and
13 his team agreed to that's what they wanted in the
14 program.

15 BY MR. REDA:

16 Q. So are you saying that -- are you saying
17 that Jordan negotiated the contents of the program
18 guide with you prior to entering into the program
19 agreement?

20 MR. RHODE: Objection to form,
21 mischaracterizes his testimony.

22 THE WITNESS: It wasn't negotiated. It
23 was a team effort, that a corporate sponsor would
24 look at it and make sure it was affordable and the

1 type of program that he wanted in the program, type
2 of equipment, the payments were affordable, we had
3 the mileages right on the maintenance, those types
4 of things.

5 BY MR. REDA:

6 Q. But I'm asking you: Did Jordan negotiate
7 the terms --

8 **A. No.**

9 Q. -- of this contract?

10 **A. Negotiate --**

11 MR. RHODE: Hold on, hold on, hold on.
12 Let him finish and then I might have an objection,
13 then you can answer.

14 Sorry. Go ahead, Bob.

15 BY MR. REDA:

16 Q. Did Jordan negotiate the program agreement
17 text with you that is in Exhibit 3?

18 MR. RHODE: Objection to form, asked
19 and answered.

20 THE WITNESS: It wasn't negotiated. We
21 didn't negotiate between the two of us. We
22 designed it.

23 BY MR. REDA:

24 Q. How did you design the program agreement

1 that is attached to Exhibit 3?

2 MR. RHODE: Objection to form,
3 mischaracterizes the document.

4 THE WITNESS: The selection or the
5 vintage of the equipment, the type of equipment,
6 what was affordable for the contractors, those
7 things he had better knowledge on than we did, and
8 so we honored what they -- well, we respected that,
9 and we designed a program after their wishes.

10 BY MR. REDA:

11 Q. Okay. Did -- in discussing this kind of --
12 these topics with Jordan prior to entering the
13 program agreement, did Jordan bring up that he
14 wanted -- one of the biggest issues for him was
15 that the trucks have all the preventative
16 maintenance done on schedule?

17 A. It wasn't an early-on discussion. When he
18 first called me, he said he had heard good things
19 about us and he had -- he had been with Quality and
20 Cure and some of the other leasing companies that
21 weren't working out, he had 10 contractors that
22 needed to get in trucks, and that's what started the
23 process. And so we then started working on the --
24 on the program.

1 Q. Okay. When did Jordan's request or -- when
2 did the topic of preventative maintenance come up
3 between you and Jordan?

4 A. It wasn't a big topic. He saw it in -- he
5 saw it in the offering, in the -- the program guide
6 that we sent to him for his review that we had to
7 have as part of the program.

8 Q. Is it -- is Exhibit 3 the program guide that
9 you sent to him?

10 A. Well, we -- it looks like it could have been,
11 yeah.

12 Q. Okay. So if you go to page eight of Exhibit
13 3.

14 MR. RHODE: Give us the Bates label,
15 Bob.

16 MR. REDA: Where is it? A -- oh, no,
17 that's not it. AW -- hang on. It won't let me get
18 there. Hang on.

19 AW196206. It's page eight of Exhibit
20 3.

21 MR. RHODE: All right. Hold on. I'll
22 get there for the witness.

23 206?

24 MR. REDA: Yeah. Yes.

1 THE WITNESS: Okay.

2 BY MR. REDA:

3 Q. Do you see at the bottom of page AW196206,
4 it actually says "what's covered." Do you see that
5 there?

6 A. Yes, uh-huh.

7 Q. Very first bullet point says: All
8 preventative maintenance based on manufacturer's
9 recommendations. Do you see that?

10 A. Yes.

11 Q. What does that mean to you?

12 A. That preventative maintenance, oil changes
13 and so forth would be done based on the
14 manufacturer's schedule.

15 Q. Okay. Does manufacturer's recommendations
16 related to preventative maintenance include things
17 other than oil changes?

18 MR. RHODE: Objection to form and lacks
19 foundation.

20 THE WITNESS: You'd have to check with
21 Larry and Treasa on that. I think there's
22 different services at different points in time.

23 BY MR. REDA:

24 Q. Okay. And you also talk about, the fourth

1 bullet line down, tire replacements and alignments
2 due to normal wear. Do you see that?

3 **A. Yes.**

4 Q. It's my understanding that at some point in
5 time, Bush Truck Leasing -- let me rephrase that.

6 It's my understanding that some time after
7 the end of 2016, Bush Truck Leasing stopped using
8 the maintenance accounts for tire replacements. Is
9 that true?

10 **A. That's not true.**

11 Q. So at no time did Bush Truck Leasing stop
12 allowing its lessees to use the maintenance account
13 for tire replacements?

14 MR. RHODE: Objection to form.

15 THE WITNESS: Their agreement called
16 for two tire -- tire replacements throughout the
17 entire agreement, so it's limited. And then they'd
18 have to have money in their maintenance fund to,
19 obviously, have -- to pay for tires.

20 So if they were over their limit of two
21 tire -- two tire changes and/or didn't have money
22 in their maintenance account, then they wouldn't
23 have got tires, but that's the only case that AW
24 was limited on tires.

1 BY MR. REDA:

2 Q. So what was -- you're the president of the
3 company. What was the average term of a Bush Truck
4 Leasing lease with a lessee?

5 MR. RHODE: Objection to form, lacks
6 foundation, overbroad.

7 THE WITNESS: It depended on the
8 vintage of the truck and mileage they were driving,
9 so it changed.

10 BY MR. REDA:

11 Q. Was there a minimum amount of years that you
12 had on a lease?

13 **A. Minimum amount?**

14 Q. Yeah.

15 MR. RHODE: Objection to form.

16 THE WITNESS: No.

17 BY MR. REDA:

18 Q. Okay. How often would a truck -- let's say
19 a truck did -- a tractor did a hundred thousand
20 miles in a year. How often would they have to
21 replace their tires?

22 MR. RHODE: Objection to form, lacks
23 foundation, calls for speculation.

24 THE WITNESS: Yeah, it would depend if

1 they got used tires or new tires when they got the
2 truck.

3 BY MR. REDA:

4 Q. Let's go with new tires. So how fast would
5 a new pair of tires wear out, let's call it
6 mileage, if you know?

7 **A. That's probably a better question for Larry**
8 **or Treasa. I'm not good to answer that.**

9 Q. Do you know? Would you know?

10 **A. No.**

11 Q. Okay. The second to the bottom one, it says
12 "retention and documentation of maintenance
13 history." Do you see that?

14 **A. Yes, uh-huh.**

15 Q. All right. When Bush Truck Leasing acquired
16 new trucks from the end of 2016 until the current
17 date, did Bush Truck Leasing get the maintenance
18 history of those tractors at the time they acquired
19 the used tractor?

20 MR. RHODE: Objection to form. And
21 also, Bob, I'll just warn you, you're now heading
22 into territory that a Court ruled was irrelevant,
23 but with --

24 MR. REDA: Yeah, you can warn me all

1 you want. I asked the question.

2 MR. RHODE: That's fine. I mean, let
3 me finish my objection.

4 MR. REDA: Yeah. All right.

5 MR. RHODE: So with that objection, if
6 you -- if you can answer that question, go ahead.

7 THE WITNESS: Restate the question.

8 BY MR. REDA:

9 Q. When --- from the end of 2016 to the current
10 date, when Bush Truck Leasing acquired used trucks,
11 did Bush Truck Leasing receive the maintenance
12 history for that truck for the previous ownership?

13 MR. RHODE: Objection to form,
14 overbroad, lacks foundation.

15 I don't know -- if you understand the
16 question, you can answer it.

17 BY MR. REDA:

18 Q. Do you understand the question?

19 **A. I don't believe so.**

20 Q. All right. Did -- where did Bush Truck --
21 from the end of 2016 to the current date, where is
22 Bush Truck Leasing acquiring these used trucks
23 from?

24 **A. The used trucks usually come from the**

1 **dealerships of either -- usually dealerships that**
2 **the larger trucking companies set up, like Swift or**
3 **Warner or somebody like that.**

4 Q. Did you ever acquire -- or since the end of
5 2016 to the current date, did Bush Truck Leasing
6 acquire any of the trucks through truck auctions?

7 **A. No.**

8 Q. All right. I'm going to show you what's
9 been marked as Exhibit 4. I'm sorry, Plaintiff's
10 Exhibit 4. Do you see that?

11 **A. Do you have a page on this?**

12 Q. It's -- the very first page says "Bush Truck
13 Leasing program guide."

14 MR. RHODE: Are you on a new exhibit,
15 Bob?

16 MR. REDA: Yeah. I'm showing what's
17 been marked as Plaintiff's Exhibit 4.

18 MR. RHODE: Okay. Give us a minute.

19 THE WITNESS: Okay.

20 BY MR. REDA:

21 Q. Do you see Exhibit 4?

22 **A. Yes, uh-huh.**

23 Q. It's a 17-page document, correct?

24 **A. Are the pages numbered or do you want me to**

1 **count them?**

2 Q. Well, yeah, count them, why not. Let's make
3 it solid.

4 **A. Okay. I got fat thumbs. It'll take a while.**

5 Q. All right. I could wait.

6 **A. I think you're right, yeah.**

7 Q. Okay. Is Plaintiff's Exhibit 4 a true and
8 accurate copy of the Bush Truck Leasing program
9 guide that you sent to Jordan in 2016?

10 MR. RHODE: Objection to form, lacks
11 foundation and mischaracterizes the document.

12 Did you say 2016 or 2019, Bob?

13 MR. REDA: 2016.

14 THE WITNESS: I don't think it was
15 2016. It says 2019 on it.

16 BY MR. REDA:

17 Q. Well, if you look at -- look at the very
18 first page, will you, and look at the bottom right.
19 Do you see that? It says BTL, underscore, AW,
20 underscore, 010859. Do you see that?

21 **A. Okay. Yeah.**

22 Q. Okay. Why did you produce this document to
23 me, then? If it's a 2019 document and your
24 relationship started in 2016, what's the purpose of

1 this exhibit?

2 MR. RHODE: Hold on a sec. Objection
3 to the form and also to the extent I'll object
4 under -- I believe it's Rule 1006, Bob, to the
5 extent you're attaching a document that doesn't
6 include the cover email, but with that objection,
7 to the extent you can answer this question, go
8 ahead.

9 THE WITNESS: I need some more time for
10 your -- let me glance at it real quick.

11 MR. REDA: All right.

12 THE WITNESS: Okay. Your question,
13 please?

14 BY MR. REDA:

15 Q. Except for the 2019 year on the front page
16 of Exhibit 4, is this a true and accurate copy of
17 the Bush Truck Leasing program guide that you
18 provided to Jordan in November of 2016?

19 MR. RHODE: Objection to form,
20 misstates the document and the evidence.

21 THE WITNESS: I believe it was what I
22 sent to Jordan to get his feedback on and, again,
23 to help design the program, since the model years
24 obviously change over time, and he had a lot of

1 unseated trucks in his fleet, so maybe to encourage
2 drivers to go into some of those trucks.

3 BY MR. REDA:

4 Q. Do you believe that this Exhibit 4 was
5 re-sent to Jordan in 2019?

6 MR. RHODE: Same objections, form and
7 misstates the evidence.

8 THE WITNESS: What do you mean by
9 "re-sent"?

10 BY MR. REDA:

11 Q. Well, it's dated 2019.

12 **A. I think this was sent to Jordan to get his**
13 **feedback.**

14 Q. When?

15 **A. In 2019.**

16 Q. Even though the relationship started in
17 2016?

18 **A. Yeah. I think the program was dormant. AW**
19 **wasn't reseating the trucks. It wasn't using us for**
20 **their contractors. They were putting them in Ryder**
21 **trucks or doing something else. And I was trying to**
22 **encourage him to abide by the corporate sponsor**
23 **agreement and send us -- send us the contractors.**

24 Q. Okay. And you believe you sent this to him

1 in 2019?

2 **A. I believe that because that's the date on**
3 **here, yes.**

4 Q. Okay. I'm going to direct your attention to
5 Plaintiff's Exhibit 5.

6 MR. RHODE: All right. Can we take
7 just a quick break?

8 Bob, let me know what the
9 next -- could you give me the next three and I'll
10 make sure we have them.

11 MR. REDA: They're right -- they're in
12 the list. Just look in the -- look in the folder.
13 They're all labeled. They're all right there, 1,
14 2, 3, 4, 5, 6, to 15.

15 MR. RHODE: Are you going to use 5, 6
16 and 7 in that order coming up?

17 MR. REDA: I might. My suggestion is
18 you give him all the exhibits so that we can go
19 through them.

20 MR. RHODE: Okay.

21 MR. REDA: Because these little breaks
22 in between are kind of throwing this whole dep off,
23 you know.

24 MR. RHODE: Yeah. Listen, you chose to

1 do this remotely, so we're doing our best we can to
2 get the witness our copies, Bob.

3 MR. REDA: Just stack them in front of
4 him and he can reference them.

5 You're taking advantage of this so you
6 can have a little colloquy with your client in the
7 middle of every one of these -- I don't care to be
8 perfectly honest, but it's obvious what you're
9 doing, so let's not kid ourselves.

10 MR. RHODE: Well, I resent that. I
11 resent that. That is false, and for the record --

12 MR. REDA: All right.

13 MR. RHODE: -- you sat there off the
14 record for 30 minutes and were literally labeling
15 the exhibits while we were here.

16 MR. REDA: While you were looking for
17 them, I took advantage of the time.

18 (Simultaneous discussion.)

19 MR. REDA: Let's not kid ourselves
20 here.

21 So we're on -- yeah, we're going to go
22 5 through 15.

23 MR. RHODE: Okay. We'll -- let's call
24 it 10:50, central, we'll be back.

1 MR. REDA: Okay.

2 (Recess taken from 10:46 to 10:53,
3 central time.)

4 MR. RHODE: The witness now has Exhibit
5 5.

6 BY MR. REDA:

7 Q. All right. Mr. Bush, I'm showing what's
8 been marked as Plaintiff's Exhibit 5. It purports
9 to be an email from Jordan to you, dated December
10 1st, 2016, at 1:43 p.m. Do you see it?

11 A. Yes.

12 Q. Do you remember receiving this email from
13 Jordan at that time?

14 A. No.

15 Q. Okay. If you go down in the email, it
16 says -- it actually starts four lines up from the
17 bottom. The words start with, on the left side of
18 the sentence, "and can get any amount of truck
19 financing." Do you see that?

20 A. Yes, uh-huh.

21 Q. All right. Now, if you go to the next
22 sentence, it starts, the same line, "our biggest
23 issue has been maintenance since our
24 owner-operators live all over the U.S. and we

1 operate in two locations in Illinois, and that is
2 one of the reasons we stopped leasing our trucks
3 this year." Do you see that sentence?

4 **A. Yes, uh-huh.**

5 Q. Do you recall Jordan saying that to you in
6 or about --

7 **A. No.**

8 Q. -- December of 2016?

9 **A. No.**

10 Q. Did Jordan ever say to you that he was very
11 concerned about the preventative maintenance on the
12 trucks prior to entering into the program
13 agreement?

14 MR. RHODE: Objection to form. It
15 mischaracterizes the document. It doesn't say
16 preventative maintenance.

17 You can answer.

18 THE WITNESS: I don't remember the
19 conversation.

20 BY MR. REDA:

21 Q. Do you remember Jordan ever talking to you
22 about preventative maintenance prior to All Ways
23 Auto entering into the program agreement with Bush
24 Truck Leasing?

1 **A. We -- prior?**

2 Q. Prior.

3 **A. I don't -- I remember the call. He called**
4 **me. He had 10 drivers. He had heard good things**
5 **about us. He wasn't getting the service he needed**
6 **or the financing he needed from Quality, and I think**
7 **Cure was the other leasing company, and might have**
8 **been some others, and he was looking for a new**
9 **program. He had 10 guys he needed to get in**
10 **tractors right away. And he asked if we were**
11 **interested in it and he's anxious to get these**
12 **drivers going.**

13 Q. So is it your testimony here today that
14 Jordan never mentioned preventative maintenance
15 with you prior to AW entering into the program
16 agreement with Bush Truck Leasing?

17 **A. That's not my statement. That's just not**
18 **something I remember.**

19 Q. So Jordan could have brought up preventative
20 maintenance prior to Bush Truck Leasing entering
21 into the program agreement with All Ways Auto?

22 MR. RHODE: Objection to form,
23 misstates the testimony.

24 THE WITNESS: He could have or I could

1 have. I -- I don't remember talking about
2 maintenance in the first couple calls.

3 BY MR. REDA:

4 Q. Does -- as part of Bush Truck Leasing's
5 maintenance program, is preventative maintenance
6 included?

7 MR. RHODE: Objection to form.

8 THE WITNESS: That's a broad question.
9 I don't -- this program with AW you're talking,
10 just AW?

11 BY MR. REDA:

12 Q. No. I'm talking about -- you sent the Bush
13 Truck Leasing program guide to Jordan prior to
14 entering into the program agreement with -- between
15 Bush Truck Leasing and All Ways Auto. That's
16 correct, right?

17 **A. Correct.**

18 Q. Okay. And in that program guide -- I should
19 rephrase that.

20 That program guide talks specifically about
21 Bush Truck Leasing's relationship with Bush Truck
22 Leasing's lessees, correct?

23 MR. RHODE: Objection to form.

24 THE WITNESS: Say that again.

1 BY MR. REDA:

2 Q. The Bush Truck Leasing program guide that
3 was provided to AW Transport discussed the way that
4 Bush Truck Leasing would have a relationship with
5 Bush Truck Leasing's lessees, correct?

6 MR. RHODE: Objection to form.

7 THE WITNESS: It gave him an example of
8 how a truck leasing program might work for AW and
9 we wanted to get his opinions what would be best
10 for the program.

11 BY MR. REDA:

12 Q. And what is the -- describe the program,
13 then, to me. I thought we discussed all this, but
14 apparently it's not clear.

15 So what is the program?

16 MR. RHODE: Objection to form, asked
17 and answered.

18 And are you talking about the -- you
19 keep saying "program," Bob. Are you talking about
20 the program agreement with AW or are you talking
21 about the program guide document that was marked as
22 Exhibit -- the attachment to Exhibit 3?

23 MR. REDA: And Exhibit 4. Both of
24 them.

1 MR. RHODE: Okay. Do you want me to
2 put --

3 MR. REDA: I'll rephrase it.
4 BY MR. REDA:

5 Q. Isn't the program guide that is -- or let me
6 rephrase that.

7 The Bush Truck Leasing program guide that
8 has been referenced in both Plaintiff's Exhibit 3
9 and 4 describes Bush Truck Leasing's relationship
10 with Bush Truck Leasing lessees?

11 MR. RHODE: Objection to form, asked
12 and answered three times. Go ahead.

13 THE WITNESS: It was -- I believe it
14 was sent to Jordan to get -- to help get his ideas
15 for how he wanted the program rolled out, what he
16 wanted included in the program. And we gave him an
17 example of what we've done for other Class A
18 customers.

19 BY MR. REDA:

20 Q. Okay. And within that program guide, it
21 specifically mentions a maintenance program,
22 correct?

23 MR. RHODE: Objection to form.

24 THE WITNESS: It does.

1 BY MR. REDA:

2 Q. Okay. And that's in both Exhibit 3 and
3 Exhibit 4, the two program guides mention a
4 maintenance program. That's correct, right?

5 A. Right.

6 Q. And then that maintenance program is really
7 the maintenance of the lessee's tractors, correct?

8 A. Correct.

9 Q. All right. And specifically in that "what's
10 covered" section in both Exhibits 3 and 4 under the
11 Bush Truck Leasing maintenance program, it includes
12 all preventative maintenance based on
13 manufacturer's recommendations, correct?

14 MR. RHODE: No. Hold on a sec, Bob.
15 You have a document on your screen, but the witness
16 can't see -- I can see what you're --

17 MR. REDA: Hey, look, that's the
18 witness's -- hey, look, that's the witness's thing.
19 Why don't you put the document --

20 MR. RHODE: No, it's not. We're not
21 going to do it this way. He can't see what you
22 have on the screen and you're referring to it,
23 so...

24 MR. REDA: Then put -- then you could

1 put this on his screen. It's Zoom.

2 MR. RHODE: No, I can -- listen, he's
3 got a hard copy here. We have all the stacks.
4 Just reference whatever exhibit it is. I'll put it
5 in front of him so he can see it, okay, but what
6 I'm telling you is, you're -- I can see you
7 scrolling through the screen. He can't see what
8 you're asking him to look at, but he does have a
9 hard copy, so just --

10 MR. REDA: But he's got a computer.
11 He's in front of a computer. He could put it up on
12 his own screen. You're doing this intentionally, I
13 get it, but that's not -- whatever. All right.

14 MR. RHODE: I'm not.

15 MR. REDA: I'll go with your nonsense,
16 fine.

17 BY MR. REDA:

18 Q. So Exhibit 3, right, we talked about Exhibit
19 3. If you go to page -- unbelievable. Okay. If
20 you go to page eight of Exhibit 3, the Bates stamp
21 is AW196206.

22 MR. RHODE: Hey, there's no reason to
23 raise your voice, Bob.

24 THE WITNESS: Okay.

1 BY MR. REDA:

2 Q. That page is the page that discusses the
3 Bush Truck Leasing maintenance program with its
4 lessees, correct?

5 MR. RHODE: Objection to form.

6 THE WITNESS: Yes.

7 BY MR. REDA:

8 Q. And then under "what's covered," it
9 specifically says: All preventative maintenance
10 based on manufacturer's recommendations. Correct?

11 **A. That's what can be -- the maintenance fund**
12 **could be used for, yes.**

13 Q. Okay. So does this refresh your
14 recollection as to whether or not you and Jordan
15 specifically discussed all preventative maintenance
16 based on manufacturer's recommendations prior to
17 entering into the program agreement between Bush
18 and AW?

19 **A. No.**

20 Q. I'm directing your attention to Plaintiff's
21 Exhibit 6.

22 MR. RHODE: All right. Give me the --
23 that one was not labeled in Cleo, so just tell me
24 the Bates label. I think I have it, Bob, but...

1 MR. REDA: Hang on. It's a BTW one,
2 BT -- no. BTL, underscore, AW, underscore, 22109.

3 MR. RHODE: Okay. I handed the witness
4 a document with first page Bates label
5 BTL_AW_022109.

6 MR. REDA: Okay.

7 BY MR. REDA:

8 Q. Do you recognize this six-page document that
9 is Plaintiff's Exhibit -- I'm losing my mind -- 6.
10 I think it's 6. Hang on.

11 Yeah, Plaintiff's Exhibit 6. Do you see --
12 do you recognize this?

13 **A. It doesn't look overly familiar, but it looks**
14 **like something that -- this doesn't look overly**
15 **familiar, but -- so, no, I don't recognize it as**
16 **anything, but...**

17 BY MR. REDA:

18 Q. Do you recognize the Bates stamped number on
19 the bottom right of Plaintiff's Exhibit 6, which
20 starts with BTL, underscore, AW, underscore,
21 022109?

22 **A. Do I recognize those numbers?**

23 Q. Yes.

24 **A. No.**

1 Q. Do you know why your company produced this
2 maintenance program agreement to All Ways Auto
3 during this litigation?

4 MR. RHODE: First of all, objection to
5 form. This isn't the program agreement. It's a
6 document that's called "maintenance program
7 overview."

8 MR. REDA: The question still stands.
9 BY MR. REDA:

10 Q. Do you know why your company produced this
11 document to All Ways Auto during the discovery
12 process of this case?

13 MR. RHODE: I'm going to object and
14 instruct the witness not to answer on the basis of
15 attorney-client privilege.

16 Bob, as you know, attorneys affixed the
17 Bates labels to these.

18 I'll represent to you, Mike, that this
19 was a document that was responsive to their
20 numerous requests and so that's why it was
21 produced.

22 THE WITNESS: Yeah.

23 MR. RHODE: So you can go ahead and
24 answer if you have any personal knowledge reviewing

1 this document now.

2 THE WITNESS: There's information like
3 this that goes out. I don't know, this particular
4 one, if I've ever seen it before or not.

5 BY MR. REDA:

6 Q. Do you know if this particular Plaintiff's
7 Exhibit 6 existed at the end of 2016?

8 **A. No. I don't know if it was -- when it went**
9 **out or when it was created.**

10 Q. Okay. I'll direct your attention to page
11 two of Exhibit -- and we'll break before 12:30,
12 your time, so we can all get a bite to eat.

13 So I direct your attention to page two of
14 Exhibit 6. Do you have it?

15 **A. Yes.**

16 Q. Right at the top, it says "Bush Truck
17 Leasing's route ready maintenance program." Do you
18 see that?

19 **A. Yes, uh-huh.**

20 Q. Okay. Describe to me what Bush Truck
21 Leasing's route ready maintenance program is.

22 MR. RHODE: Objection to form and lacks
23 foundation.

24 THE WITNESS: It's a maintenance

1 program to help customers take care of their
2 equipment.

3 BY MR. REDA:

4 Q. Is that preventative maintenance prior to
5 breakdowns or is that repairs after breakdowns?

6 MR. RHODE: Objection to form.

7 THE WITNESS: It depends what the
8 customer or the corporate sponsor wants in the
9 program.

10 BY MR. REDA:

11 Q. Okay. We just talked about that, right? We
12 just showed you the program -- I mean, the program
13 guide, and in there it said, specifically under the
14 maintenance program, what's covered is --

15 **A. Let me back up a little -- let's back up a**
16 **little bit.**

17 Q. Okay.

18 **A. The -- you say -- this is specific to AW,**
19 **right?**

20 Q. No. This is a document that your company
21 produced, and I'm covering it with you right now,
22 and I asked you what the route ready maintenance
23 program is, and you said --

24 **A. We have different programs for different**

1 customers.

2 Q. Okay. So did you have a route ready
3 maintenance program within Bush Truck Leasing?

4 A. Yes.

5 Q. Did you have a route ready maintenance
6 program with the Bush Truck Leasing lessees that
7 worked with AW?

8 A. Yes.

9 Q. Okay. What did that route ready maintenance
10 program include?

11 MR. RHODE: Objection to form.

12 Are you asking him to walk through this
13 document?

14 MR. REDA: Well, I'll do that. I'm
15 asking him just generally.

16 MR. RHODE: Okay. Okay.

17 THE WITNESS: It included preventative
18 maintenance, recordkeeping, emergency road service,
19 warranty support.

20 BY MR. REDA:

21 Q. In fact, that very first sentence pretty
22 much says what you just said, but in a different
23 way. It says: Bush Truck Leasing's route ready
24 maintenance program is designed to keep vehicles

1 where they should be, on their routes. Correct?

2 **A. Correct.**

3 Q. So is that the -- is that the preventative
4 maintenance based upon manufacturer's
5 recommendations that we just talked about a little
6 bit earlier?

7 MR. RHODE: Objection to form, asked
8 and answered.

9 THE WITNESS: It certainly is a guide.
10 The maintenance -- the manufacturer's maintenance
11 recommendations was the guide for the program.

12 BY MR. REDA:

13 Q. Okay. I'm going to get back to this in a
14 second, but I'm going to move on to -- I'm jumping
15 a little bit here. Let me see if I can find it
16 real quick here.

17 That's not it. Hang on a second. I'll get
18 it real quick here. Hold on.

19 It's Exhibit 13, Plaintiff's Exhibit 13.

20 Do you have Plaintiff's Exhibit 13 in front
21 of you?

22 MR. RHODE: Yeah, I'm trying to get it,
23 Bob.

24 MR. REDA: Okay. It's a thick one.

1 It's 164 pages.

2 MR. RHODE: Is this the maintenance
3 manual? It doesn't have an exhibit number on it.

4 MR. REDA: Yeah, it's new. It's new.

5 MR. RHODE: Okay.

6 MR. REDA: Yeah, I haven't put the
7 exhibit number. I'm going to do it right now
8 actually. I must have missed this one.

9 BY MR. REDA:

10 Q. Do you have it in your possession?

11 **A. Yes, uh-huh.**

12 Q. Okay. Do you recognize this new Cascadia
13 maintenance manual?

14 **A. No.**

15 Q. Cascadia is a Freightliner truck, correct?

16 **A. Correct.**

17 Q. And Bush Truck Leasing acquired and leased
18 Freightliner Cascadia trucks?

19 **A. Correct.**

20 Q. And you've been in the business for 18 years
21 with your father, and then from 2000 on, another 23
22 years in your own company, and you're saying you
23 don't recognize this new Cascadia maintenance
24 manual?

1 MR. RHODE: Objection to form,
2 argumentative.

3 Bob, you asked him. He said he wasn't
4 a mechanic and not in the maintenance department,
5 so there's no reason to raise your voice and get
6 combative. Objection. He can answer the question.

7 MR. REDA: I wasn't raising my voice at
8 all.

9 BY MR. REDA:

10 Q. So I want you to go to page 19 of that
11 document.

12 The top right Bates stamped number is AW111.

13 **A. I go 15 to 20.**

14 Q. The pagination's up on the top right.

15 MR. RHODE: He's looking at -- you're
16 referencing a Bates label, Bob?

17 MR. REDA: Yeah, but either way, it's
18 19 of the document itself or -- hang on. Yeah, or
19 it's Bates stamped number AW111.

20 MR. RHODE: Hold on. Right here.

21 THE WITNESS: Okay.

22 BY MR. REDA:

23 Q. Do you see that list of M-1 maintenance
24 interval operations?

1 **A. Right.**

2 Q. Do you see that?

3 **A. Yes, uh-huh.**

4 Q. And it's basically -- in the chart itself,
5 it says M-1, maintenance interval operations for
6 service schedules.

7 Have you ever seen this list before?

8 MR. RHODE: Objection to form.

9 THE WITNESS: I've never seen this
10 manual before, so I wouldn't have seen the list.

11 BY MR. REDA:

12 Q. Okay. So I'm going to go to the next page,
13 which is basically 20, AW112, and ask you if you've
14 ever seen this M-2, maintenance interval operations
15 for service schedules -- this list, have you ever
16 seen this list before?

17 **A. I've never read this manual before.**

18 Q. Have you ever read any manual for any of the
19 trucks that Bush Truck Lease sells or leases?

20 MR. RHODE: Objection to form.

21 THE WITNESS: I may have over 40 years.
22 I may have.

23 BY MR. REDA:

24 Q. Well, do you recognize this kind of M-2

1 maintenance schedule for any --

2 **A. No. I wouldn't read this. I have people**
3 **that know this stuff, but I do not.**

4 Q. Okay. Who are the people that know this
5 stuff?

6 **A. You have them on your list already. Larry**
7 **and Treasa both know.**

8 Q. Okay.

9 All right. If you go to page 13 of that --
10 of Exhibit 13, the Bates stamp is AW105.

11 MR. RHODE: We're getting there.

12 MR. REDA: Okay.

13 THE WITNESS: Okay.

14 BY MR. REDA:

15 Q. Do you see that? It's the maintenance for
16 service schedule one. Do you see it?

17 **A. Yep.**

18 Q. And it's maintenance based upon mileage.
19 Right column, service schedule one, miles, 10,000,
20 20, 30, 40. Do you see all those different
21 entries?

22 **A. Right, uh-huh.**

23 Q. Have you ever seen a service schedule for
24 preventative maintenance on tractors similar to

1 this?

2 MR. RHODE: Objection to form. Go
3 ahead.

4 THE WITNESS: It's similar to what we
5 provide the lessees.

6 BY MR. REDA:

7 Q. Do you provide this maintenance service
8 schedule to lessees or is there somebody within
9 Bush Truck Leasing that provides it?

10 **A. Obviously there's somebody inside Bush Truck**
11 **Leasing that provides it.**

12 Q. Okay. Do you know -- do you know who that
13 would be?

14 **A. The people we've -- the people in the**
15 **maintenance department.**

16 Q. Okay. And would this be -- would this
17 schedule of preventative maintenance be provided at
18 or about the time that a truck was sold and/or
19 leased to a lessee?

20 MR. RHODE: Objection to form, lacks
21 foundation, and asked and answered, I think, three
22 or four times now. Go ahead.

23 THE WITNESS: Shortly thereafter.

24 MR. REDA: Okay.

1 BY MR. REDA:

2 Q. All right. Going back to Plaintiff's
3 Exhibit 6?

4 **A. 6.**

5 MR. RHODE: Oh, okay.

6 THE WITNESS: That's the one I just
7 gave you back.

8 MR. RHODE: It's in your stack here.
9 Hang on. Okay.

10 THE WITNESS: All right.

11 BY MR. REDA:

12 Q. All right. I'm still on page two.

13 **A. Okay.**

14 Q. The second -- the second sentence of that,
15 under -- under the maintenance program overview,
16 the second sentence says: Proper maintenance
17 reduces downtime, reduces expensive repairs and
18 helps ensure trouble-free driving. Do you see
19 that?

20 **A. Correct.**

21 Q. So how important is preventative maintenance
22 for a truck lessee or a truck owner?

23 MR. RHODE: Objection to form, lacks
24 foundation, and calls for speculation and expert

1 opinion.

2 THE WITNESS: It's important, like
3 taking care of your car is important.

4 BY MR. REDA:

5 Q. Okay. The next sentence says: With our
6 network of more than 10,000 service locations and
7 our professional on-staff experts to manage the
8 program, we're here to make it happen. Do you see
9 that statement?

10 **A. Correct.**

11 Q. So who are the professional on-staff experts
12 for Bush Truck Leasing to manage the maintenance
13 program?

14 **A. Larry and his maintenance department.**

15 Q. Who is -- who is his maintenance partner?

16 MR. RHODE: I think he said
17 "department."

18 MR. REDA: Oh.

19 THE WITNESS: Department. I'm sorry.

20 BY MR. REDA:

21 Q. Okay. So are you saying that Larry, Treasa,
22 Jim Olson, Doug Ritchie, Ed Sowder are all experts?

23 **A. Absolutely.**

24 Q. Okay. Do you know what training Larry

1 Vanover had in the preventative maintenance for the
2 various tractors that Bush either sold or leased?

3 **A. He has the highest certification for a diesel**
4 **mechanic you can have.**

5 Q. How about Jim Olson?

6 **A. He came out of the field. I'm not sure what**
7 **his certs -- I don't know anybody else's**
8 **certificates or what they're -- I know they had a**
9 **maintenance background.**

10 Q. When you say Jim Olson "came out of the
11 field," are you saying he was a driver?

12 **A. No, huh-uh.**

13 Q. What do you mean by "the field"?

14 **A. I don't know what his background was.**

15 Q. How about Doug Ritchie, do you know what his
16 background was?

17 **A. He had time with Penske, but I don't know his**
18 **background, no. I just happen to know that.**

19 Q. What did he do for Penske?

20 **A. Service.**

21 Q. Was he -- was he a service rep that was --

22 **A. Again, I don't know his background. I just**
23 **know he was with Penske.**

24 Q. Did he actually do -- was he a mechanic?

1 **A. Again, I don't know his background.**

2 MR. RHODE: Hold on. Sorry. You guys
3 are talking over each other.

4 MR. REDA: Yeah.

5 BY MR. REDA:

6 Q. So I'll ask you a question. Was Jim Olson a
7 mechanic?

8 **A. I don't know.**

9 Q. Was Doug Ritchie a mechanic?

10 **A. I -- I don't know.**

11 Q. Was Ed Sowder a mechanic?

12 **A. I -- I don't know. They were with**
13 **maintenance companies. They were with Penske and**
14 **other maintenance companies, but I don't know if**
15 **they were exactly mechanics or what they did.**

16 Q. Was Treasa Jones a mechanic?

17 **A. No.**

18 Q. Do you know whether or not Plaintiff's
19 Exhibit 6 is a true and accurate copy of Bush Truck
20 Leasing's marketing materials for its maintenance
21 program overview?

22 MR. RHODE: Object to form.

23 THE WITNESS: I'm sorry, say that
24 again.

1 BY MR. REDA:

2 Q. Do you know whether or not Plaintiff's
3 Exhibit 6 is a true and accurate copy of Bush Truck
4 Leasing's maintenance program overview?

5 MR. RHODE: Same objection, lacks
6 foundation.

7 THE WITNESS: Well, as I mentioned, I
8 don't recall seeing it before, but it sounds close
9 to it, yes.

10 MR. REDA: Okay. Sorry, I've got so
11 many PDFs up here, I don't even know where I'm at.

12 MR. RHODE: Did you say you planned a
13 break at 12:30, eastern, Bob?

14 MR. REDA: Yeah. Yeah. Let's do it
15 in like 11 minutes, yeah, because it's -- we've
16 been going for a good amount of time.

17 I'm trying to get them in order.

18 All right. Just give me a second here.
19 I guess I could do it differently. Hang on.

20 We just did 6, right? Yep. All right.
21 So we're on 7.

22 BY MR. REDA:

23 Q. So Plaintiff's Exhibit 7 --

24 MR. RHODE: Hold on. Let me -- let me

1 grab it.

2 MR. REDA: All right. Okay.

3 MR. RHODE: This is the -- looks like a
4 screenshot of the website?

5 MR. REDA: Yes.

6 MR. RHODE: Is that the one that's 7?

7 MR. REDA: Yes. Yes.

8 MR. RHODE: Can we set aside 6?

9 MR. REDA: Maybe, maybe not. I don't
10 know yet. I might go back to it.

11 MR. RHODE: I mean, are you going to
12 ask him to look at it right now or can I put it in
13 the pile with the others?

14 MR. REDA: You could do whatever you
15 want to do with them. I may ask him. I don't
16 know. Who knows, I might go back to it.

17 MR. RHODE: Okay. Well, what do you
18 want -- what do you want to be in front of him
19 right now?

20 MR. REDA: I just said Exhibit 7.

21 MR. RHODE: Okay. All right. I've
22 handed him Exhibit 7.

23 BY MR. REDA:

24 Q. Mr. Bush, Plaintiff's Exhibit 7 is another

1 document that your company provided to All Ways
2 Auto during the discovery of this case.

3 Do you recognize it?

4 **A. Not overly familiar with it, no.**

5 Q. Well, this purports to be snapshots of the
6 Bush Truck Leasing website, specifically the page
7 related to the maintenance program. Do you see it?

8 **A. I see -- I see the document, yeah.**

9 Q. Okay. So I'm going to ask you a couple
10 things about it.

11 If you look about the middle of the page,
12 it's under the title "maintenance program." The
13 next titled paragraph is "the Bush truck
14 maintenance program." And then below that, there's
15 a bold sentence, and it says: Our extensive mobile
16 repair capabilities, dash, 700 dedicated mobile
17 technicians. Do you see that?

18 **A. Yes, uh-huh.**

19 Q. Does Bush Truck Leasing have 700-plus
20 dedicated mobile technicians on the payroll?

21 MR. RHODE: Objection to form and asked
22 and answered.

23 THE WITNESS: No. That's not what
24 that's saying.

1 BY MR. REDA:

2 Q. Okay. All right. So explain to me what
3 "700-plus dedicated mobile technicians" means.

4 **A. Our vendor network has that capability.**

5 Q. Okay. And then next it says -- then it
6 keeps going: And 400-plus mobile service trucks.

7 My question to Bush is: Does Bush Truck
8 Leasing have 400-plus mobile service trucks?

9 **A. Those two -- those two things go together.**
10 **Our maintenance network has that capability.**

11 Q. Okay. If you go to the next sentence, it
12 says: Onsite services include 97-point PM/DOT
13 inspections. It helps identify small problems
14 before they become major issues. Do you see that?

15 **A. Yes.**

16 Q. Is that Bush Truck Leasing's onsite services
17 or is that your group that's separate from Bush
18 Truck Leasing?

19 MR. RHODE: Objection to form.

20 THE WITNESS: It's our network.

21 BY MR. REDA:

22 Q. Okay. All right. If you keep going down,
23 it's actually the next page, which would be page
24 two.

1 Do you see where it says "proactive
2 communication" with an exclamation point?

3 **A. Yes.**

4 Q. All right. The very first sentence says:
5 Our dedicated maintenance team contacts you
6 directly when your vehicle is due for preventative
7 maintenance services. With an exclamation point.
8 Do you see that statement?

9 **A. Yes, uh-huh.**

10 Q. Does Bush Truck Leasing have maintenance
11 team contacts that directly contact its lessees
12 when their tractors are due for preventative
13 maintenance services?

14 MR. RHODE: Objection to form.

15 Bob, are you asking 2021, when this
16 website was -- when the screenshot's from in 2021,
17 or are you asking currently? Objection.

18 MR. REDA: Well, I can rephrase it.
19 Sure, I'll rephrase it. Sure.

20 BY MR. REDA:

21 Q. At the end of 2016, when you entered into
22 the program agreement with All Ways Auto, did Bush
23 Truck Leasing have a dedicated maintenance team
24 that contacted its lessees when their tractors were

1 due for preventative maintenance services?

2 MR. RHODE: Objection to form.

3 THE WITNESS: On occasion. Normally
4 what we did was onboard them and tell them and give
5 them information when their truck was due for
6 maintenance based on mileage and time, and then
7 they would be responsible for getting their truck
8 to the maintenance location. We'd tell them where
9 to take it as well.

10 BY MR. REDA:

11 Q. So that would be at the time of the leasing
12 of the tractor, correct?

13 **A. Correct.**

14 Q. Okay. But after the lessee leased the
15 tractor, did Bush Truck Leasing maintain a
16 dedicated maintenance team to contact those lessees
17 when their tractors were due for preventative
18 maintenance services in the future?

19 MR. RHODE: Again, objection.
20 Objection to form, time. I mean, are we now back
21 in '16, are we talking about the 2021 document in
22 front of him, are we talking about present?

23 MR. REDA: I'll rephrase it.

24 /////

1 BY MR. REDA:

2 Q. Okay. At the end of 2016, through 2017,
3 through 2018, through 2019, through 2020, and after
4 the lessees executed their lease agreements, did
5 Bush maintain dedicated maintenance team contacts
6 to contact the lessee drivers when their
7 preventative maintenance services were due in the
8 future?

9 MR. RHODE: Objection to form, same
10 objection, and also lacks foundation for this
11 witness.

12 THE WITNESS: Sometimes we did.
13 Usually there wasn't a need because the contractors
14 didn't have access to their funds unless they
15 called in for preventative maintenance, and if they
16 had a repair, they weren't -- they couldn't get
17 money for the repair unless they were current on
18 their maintenance, so...

19 BY MR. REDA:

20 Q. So there was no dedicated maintenance team
21 post this contract?

22 A. There is. There is. We did have a team
23 doing it later on.

24 Q. When was later on? What year was that?

1 **A. Dickinson does that for us.**

2 Q. Oh, okay. So let me get this straight. So
3 Bush Truck Leasing didn't have a dedicated
4 maintenance team for preventative maintenance post
5 lease contract, but --

6 MR. RHODE: Objection. Sorry, Bob.

7 MR. REDA: Okay.

8 MR. RHODE: Go ahead.

9 BY MR. REDA:

10 Q. -- but Dickinson took over that
11 responsibility?

12 MR. RHODE: Objection to form,
13 misstates the testimony.

14 Listen to the question. If you
15 understand it, you can answer it.

16 THE WITNESS: We did that work
17 ourselves for a period of time and then we had
18 Dickinson take it over. And the -- with AW, it
19 became difficult because they had so many unseated
20 trucks and we didn't know that they were unseated
21 and the phone numbers were bad and those kind of
22 things.

23 BY MR. REDA:

24 Q. So it's your testimony here today that from

1 the end of 2016 through the relationship with All
2 Ways Auto, Bush Truck Leasing maintained this
3 maintenance team to contact the drivers of the
4 tractors, post lease contract, when their periodic
5 preventative maintenance became due?

6 MR. RHODE: Objection to form, asked
7 and answered.

8 THE WITNESS: No, I didn't say that we
9 always called on them. It became difficult when we
10 couldn't contact the drivers because we didn't know
11 that the drivers had left and went -- spent most of
12 their time looking for the trucks.

13 BY MR. REDA:

14 Q. Who, out of your employees, were responsible
15 for contacting the Bush Truck Leasing lessees, post
16 lease contract, for their periodic preventative
17 maintenance?

18 A. The ones who weren't getting it done, almost
19 all of them were, that -- were still in the trucks.
20 The problem was that there were abandoned trucks.
21 Obviously there weren't anybody to contact.

22 Q. Okay. Besides the abandoned trucks, who
23 were the people at --

24 A. We had people -- people in the maintenance

1 **group.**

2 Q. All right. They were going to contact the
3 lessees for this periodic preventative maintenance,
4 correct?

5 **A. Yes.**

6 MR. RHODE: Objection to form.

7 BY MR. REDA:

8 Q. That was a yes?

9 MR. RHODE: Objection to form. I don't
10 even remember the question, but I'll just restate
11 my objection. If you do, you can answer it.

12 BY MR. REDA:

13 Q. Do you understand --

14 **A. We didn't have anyone dedicated just to**
15 **calling all the time, no.**

16 Q. Okay.

17 MR. REDA: All right. I think it's
18 11:31 here, 12:31 for you guys. Do you want to
19 break for 45 minutes?

20 MR. RHODE: Sure, whatever you --
21 whatever you want.

22 MR. REDA: Yeah. I mean, we've been
23 going long enough. We can even -- it's 12:30 there
24 now. Why don't we break for 45 minutes to an hour.

1 MR. RHODE: Okay. Yeah. I just want
2 to keep in mind that we're an hour ahead, so as we
3 get towards the end of your business day, it would
4 be an hour here, so okay.

5 MR. REDA: Yeah. I'm trying to get it
6 done for you guys by 4:30 at the latest.

7 MR. RHODE: Okay. So 1:15 our time?

8 MR. REDA: Yeah, that sounds good.
9 That's perfect.

10 MR. RHODE: Okay. Sounds good. We'll
11 see you then.

12 MR. REDA: All right. Thanks.

13 (Recess taken from 11:32 to 12:17,
14 central time.)

15 BY MR. REDA:

16 Q. I think we -- the last exhibit we were
17 talking about looks like it was Exhibit 6. I don't
18 know if you can see the screen. Hang on.

19 **A. We don't have exhibits on the screen.**

20 Q. No, it's not going to work. Give me a
21 second. Looks like my Zoom got knocked out.

22 MR. RHODE: Do you want 6 back in front
23 of him?

24 MR. REDA: Yes, please.

1 (Off record discussion.)

2 MR. REDA: All right. So we're on
3 Exhibit 6.

4 MR. RHODE: That's the -- is that
5 the -- I'm just trying to get organized here.
6 BLT_AW_022109?

7 MR. REDA: I believe so. That was
8 the -- oh, you know what? We did -- I'm sorry. We
9 did 7 and 8, which was the websites -- I covered 7,
10 but I didn't cover 8.

11 MR. RHODE: Okay. 8?

12 MR. REDA: Yeah. 9 I'm not going to
13 worry about.

14 10, so Plaintiff's Exhibit 10.

15 THE WITNESS: Okay.

16 MR. RHODE: I don't think we marked 8,
17 but I'm fine.

18 MR. REDA: No, we haven't. We have
19 not. I'm just -- I'm skipping by it. I'm just
20 trying to -- because we've got a time issue at this
21 point.

22 MR. RHODE: Okay. 10?

23 MR. REDA: Exhibit 10.

24 /////

1 BY MR. REDA:

2 Q. All right. Mr. Bush, do you see Plaintiff's
3 Exhibit 10?

4 **A. Yes.**

5 Q. Do you recognize this web page?

6 **A. It's not overly familiar.**

7 Q. Does Bush Truck Leasing actually have a web
8 page right now?

9 **A. A web page or a website?**

10 Q. Website.

11 **A. We do.**

12 Q. Okay. Does your -- does the Bush Truck
13 Leasing nationwide maintenance program appear on
14 the Bush Truck Leasing website as of today?

15 **A. I -- I would imagine it does. It -- because**
16 **we do offer an optional maintenance program.**

17 Q. Okay. I direct your attention down to
18 the -- near the bottom, on the right side, there's
19 a picture of the loading bays on a big warehouse.

20 **A. Okay.**

21 Q. And it says "proactive communication,"
22 exclamation point. Do you see that?

23 **A. I see that, yes.**

24 Q. Is this a true and accurate copy of the Bush

1 Truck Leasing nationwide maintenance program page
2 within the Bush Truck Leasing website?

3 MR. RHODE: Hold on a second.
4 Objection to form.

5 Bob, this document is not Bates
6 labeled. It doesn't have a date or anything on it.
7 So I'm just going to object.

8 MR. REDA: I downloaded it yesterday.

9 MR. RHODE: Okay.

10 MR. REDA: It's the current -- it's the
11 Bush Truck Leasing current web page.

12 THE WITNESS: Okay. I'll take your
13 word for it.

14 BY MR. REDA:

15 Q. Okay. Within it, it says on -- there at the
16 bottom of the page, on the right side, where
17 there's a picture of, like I said before, the
18 loading bays in a big warehouse, truck loading
19 bays. Do you see that?

20 A. Yes, uh-huh.

21 Q. It says "proactive communication,"
22 exclamation point. Do you see that?

23 A. Yes.

24 Q. "Our dedicated maintenance team contacts you

1 directly when your vehicle is due for preventative
2 maintenance services," exclamation point.

3 **A. Okay.**

4 Q. Do you see that?

5 So does Bush Truck Leasing, as of today,
6 have a dedicated maintenance team to contact its
7 tractor lessees when their tractors are due for
8 preventative maintenance services?

9 MR. RHODE: Objection to form.

10 THE WITNESS: No, it does not. It has
11 Dickinson that does it for us.

12 BY MR. REDA:

13 Q. Okay. So after your communications with All
14 Ways Auto back at the end of 2016, the two
15 companies, Bush Truck Leasing and All Ways Auto,
16 entered into the program agreement, correct?

17 **A. We did enter into a program agreement,**
18 **correct.**

19 Q. All right. I'm going to show you what's
20 been marked as Exhibit 11.

21 While counsel's getting that for you --

22 MR. RHODE: We got it.

23 THE WITNESS: I have it now.

24 MR. REDA: Great.

1 BY MR. REDA:

2 Q. Going back to number -- going back to number
3 Exhibit 10 and basically this preventative
4 maintenance contact with the lessees, do you know
5 how Bush Truck Leasing contacted its lessees
6 regarding regular scheduled preventative
7 maintenance?

8 MR. RHODE: Objection to form.

9 THE WITNESS: Well, Dickinson would try
10 to contact them by phone.

11 BY MR. REDA:

12 Q. Okay. How do you know that?

13 **A. And through the contact sponsor.**

14 Q. Okay. So let me -- so post Dickinson
15 contract, you're saying that Dickinson would
16 contact AW for AW to contact --

17 **A. No. I said A -- we couldn't -- it was**
18 **impossible to get -- like I said, a lot of times the**
19 **AW drivers were gone and we didn't know it. We**
20 **couldn't get ahold of them. We may try to reach out**
21 **to AW to find out what's going on with the driver.**

22 Q. When you say "we," that's where I'm having a
23 problem.

24 You're not an employee of Dickinson, right?

1 **A. We -- we assist -- well, Dickinson assists**
2 **us. We both are involved in the maintenance**
3 **program.**

4 Q. So are you saying Dickinson contacts the
5 drivers about regularly scheduled maintenance or
6 are you saying Bush contacts the drivers about
7 regularly scheduled maintenance?

8 MR. RHODE: Objection to form.

9 MR. REDA: Let me rephrase that.

10 BY MR. REDA:

11 Q. After you contracted with Dickinson
12 freight -- Dickinson Fleet Services to do the
13 contact with the lessees for scheduled preventative
14 maintenance, did Bush Truck Leasing also contact
15 the lessees for regularly scheduled preventative
16 maintenance?

17 MR. RHODE: Objection to form and lacks
18 foundation again, lacks -- I don't think you've
19 laid a foundation, so objection to form. You can
20 address it or not. Go ahead.

21 THE WITNESS: Yes, in a complicated
22 way. Dickinson, on an ongoing basis, would contact
23 the lessees about -- if they were overdue for their
24 maintenance.

1 MR. REDA: Okay.

2 THE WITNESS: Bush would do the same,
3 but in a different way. When they'd call in for
4 their maintenance fund or they had a question or
5 they had a delinquency, we would inform that they
6 need to get in for maintenance.

7 BY MR. REDA:

8 Q. Okay. Let's talk about Dickinson. Were you
9 the person, as a Dickinson employee, who were
10 contacting the lessees for this regularly scheduled
11 preventative maintenance?

12 **A. Was I a Dickinson employee?**

13 Q. Yeah.

14 **A. Was Mike Bush a Dickinson employee?**

15 Q. Yes. Exactly, yes.

16 **A. No.**

17 Q. Then how would you know how Dickinson Fleet
18 Services contacted the Bush lessees about regularly
19 scheduled preventative maintenance?

20 **A. They would inform us with some information.**

21 Q. Would they inform you personally?

22 **A. No.**

23 Q. Who at Dickinson informed, related to their
24 contact of Bush lessees, about regularly scheduled

1 preventative maintenance?

2 **A. Somebody in the maintenance department, I**
3 **believe.**

4 Q. And who would that be?

5 **A. It could have been -- I'm not sure exactly.**
6 **I got copied on some reports, I believe.**

7 Q. Okay. Do you know what -- did Dickinson
8 Fleet Services contact the lessees about regularly
9 scheduled preventative maintenance via phone, email
10 or text?

11 MR. RHODE: Object to form, lacks
12 foundation.

13 THE WITNESS: I know phone. I'm not
14 sure about the others.

15 BY MR. REDA:

16 Q. Okay. How do you know phone?

17 **A. I just heard them mention it.**

18 Q. Heard who mention it?

19 **A. Dickinson.**

20 Q. Who at Dickinson mentioned it to you?

21 **A. I don't know the individuals' names. It went**
22 **to me. It would have been in a group meeting.**

23 Q. Okay. When was that mentioned or when did
24 that mention occur?

1 **A. I don't have an exact date.**

2 Q. Was that the only time that Dickinson or an
3 employee from Dickinson mentioned to you in a group
4 that they were contacting the Bush lessees about
5 regularly scheduled preventative maintenance?

6 **A. I don't believe so. I'd say it was normally**
7 **in a group. They -- there was more than one**
8 **meeting.**

9 Q. All right. Do you know when Bush or if Bush
10 contacted -- I'm talking about pre-Dickinson now.
11 Pre-Dickinson Fleet Services, do you know how Bush
12 contacted the individual lessees about regularly
13 scheduled preventative maintenance?

14 MR. RHODE: Objection to form, lacks
15 foundation.

16 THE WITNESS: No.

17 BY MR. REDA:

18 Q. All right. I'd have to talk to the
19 maintenance people for that, right?

20 **A. Correct.**

21 Q. Okay.

22 All right. So let's get to Exhibit 11.
23 This purports to be a December 5th email --
24 December 5th, 2016 email from you to Jordan,

1 enclosing the program agreement.

2 **A. Okay.**

3 Q. Do you see this?

4 **A. Yes.**

5 Q. Does this appear to be a true and accurate
6 copy of the email and program agreement that was
7 signed by you on behalf of Bush Truck Leasing,
8 Inc.?

9 **A. It appears to be.**

10 Q. All right. So under this program agreement,
11 I'm curious as to what Bush Truck Leasing was
12 required to do for the benefit of All Ways Auto?

13 MR. RHODE: Objection to form.

14 THE WITNESS: To provide -- to
15 provide -- make trucks available to the
16 contracts -- contractors, to provide financing to
17 approved contractors, make a maintenance program
18 available, a maintenance fund available for them to
19 be able to take care of the maintenance.

20 BY MR. REDA:

21 Q. So let's talk about that for a second. Was
22 Bush Truck Leasing required to lease a truck to
23 each and every potential lessee that was referred
24 by All Ways Auto?

1 **A. No.**

2 Q. Was Bush Truck Leasing required to finance
3 every vehicle request of drivers referred by All
4 Ways Auto to Dickinson -- to Bush Truck Leasing?

5 **A. No.**

6 Q. Give me one second here.

7 From what I understand under that agreement,
8 All Ways Auto said that they would pay six months
9 of the defaulted lease payments.

10 Does that sound right?

11 MR. RHODE: Objection to form.

12 THE WITNESS: That's what -- yes.

13 BY MR. REDA:

14 Q. That's one of the items, I guess. Right?

15 **A. Right.**

16 Q. Now, if you want -- if you want to talk
17 about certain parts of it, if you take a look at
18 that document and you go down to section one, in
19 the very first sentence, it says: Sponsor agrees
20 to exclusively refer any and all existing or
21 prospective independent contractor-required
22 financing or leasing of a delivery vehicle to BTL.

23 That's what it says, right?

24 **A. Yes, uh-huh.**

1 Q. So that doesn't mean that the potential
2 independent contractor has to lease from BTL,
3 correct?

4 MR. RHODE: Objection to form.

5 THE WITNESS: No.

6 BY MR. REDA:

7 Q. So if an independent contractor does not
8 like a Bush Truck Leasing truck, that independent
9 contractor can go to another leasing company,
10 correct?

11 MR. RHODE: Objection to form.

12 THE WITNESS: Correct.

13 BY MR. REDA:

14 Q. And the last -- the very last sentence of
15 that section one says: BTL shall decide whether or
16 not to extend credit to each such independent
17 contractor in accordance with its internal credit
18 underwriting criteria, in its sole and absolute
19 discretion, and on terms and conditions acceptable
20 to BTL. Correct?

21 **A. Correct.**

22 Q. So Bush Truck Leasing always reserved the
23 right to refuse credit and a leasing of a truck for
24 any referral from All Ways Auto, is that right?

1 **A. That's right.**

2 Q. All right. Going to section two, the second
3 line down, starting "between the parties," do you
4 see that? It's actually the second sentence.

5 MR. RHODE: Is that where it says
6 "sponsor shall either"? I think it's over here.

7 MR. REDA: Yeah, on the right side.
8 That's where I was getting to.

9 MR. RHODE: Okay.

10 BY MR. REDA:

11 Q. It's the second line down, all the way to
12 the right. It starts with "sponsor shall either."
13 Do you see that part?

14 **A. Yes.**

15 Q. All right. So it says: Sponsor shall
16 either, i, endorse BLT's maintenance program for
17 all of its independent contractors requesting
18 financing from BLT. Correct?

19 **A. Correct.**

20 Q. And that -- that maintenance program is what
21 we're talking about, all preventative maintenance,
22 that kind of stuff, right?

23 MR. RHODE: Objection to form.
24 Mischaracterizes the record and the testimony, but

1 objection to form.

2 BY MR. REDA:

3 Q. Do you understand my question?

4 **A. No.**

5 Q. Well, it says: Sponsor shall either endorse
6 BLT's maintenance program.

7 What maintenance program is -- are we
8 talking about with that statement?

9 **A. The Bush Truck Leasing maintenance program**
10 **that we presented to Jordan.**

11 Q. Right. That would also be called the route
12 ready maintenance program, correct?

13 **A. Correct.**

14 Q. If you go to the next page, it's page two
15 and it's going to be section four.

16 **A. They could also present their own maintenance**
17 **program.**

18 Q. Sure.

19 **A. And get it --**

20 Q. But if All Ways Auto presented a separate
21 maintenance program, Bush Truck Leasing has the
22 right to approve or disapprove of that as well,
23 correct?

24 **A. Correct.**

1 Q. So go to section four of Exhibit 11. Do you
2 see this, "default by independent contractor"?

3 A. Yes.

4 Q. So the default by an independent contractor
5 is the failure of the contractor to make the
6 monthly lease payment, correct?

7 MR. RHODE: Objection to form,
8 mischaracterizes the lease agreement.

9 THE WITNESS: That's one of the
10 defaults.

11 BY MR. REDA:

12 Q. Okay. So if you read this paragraph, and
13 I -- hopefully I highlighted it for you. It's
14 basically, I don't know, an inch-and-a-half down on
15 the right side of section four and starts with the
16 "or" and then two ii's, do you see that, "six
17 months"?

18 MR. RHODE: Maybe you could just read
19 the complete sentence where it starts, Bob, and
20 we'll find it.

21 THE WITNESS: I see the "six months."

22 BY MR. REDA:

23 Q. You do? Okay.

24 A. Yeah.

1 Q. So if you back up a little bit, you go up
2 one, two -- three lines, go all the way to the
3 left, and you'll see where it says where -- "while
4 sponsor is recruiting a replacement independent
5 contractor."

6 A. Yeah.

7 Q. Okay. "While sponsor is recruiting a
8 replacement independent contractor, sponsor will
9 rent the repossessed vehicle until the earlier of
10 such time as BTL or sponsor finds a suitable
11 independent contractor to assume the lease or loan
12 or enter into new lease or loan for the repossessed
13 delivery vehicle." Do you see that?

14 A. Yeah.

15 Q. All right. So that basically means the
16 independent contractor is gone and you're looking
17 for a new one, correct, at that point?

18 MR. RHODE: Objection. Objection to
19 form, mischaracterizes the document.

20 THE WITNESS: Yeah. AW is looking for
21 a new contractor to take over that lease.

22 BY MR. REDA:

23 Q. And they wouldn't be looking for a new
24 contractor if the current contractor was still in

1 existence, right?

2 MR. RHODE: Objection to form,
3 mischaracterizes the document, I mean, also
4 "existence." I don't -- objection to form.

5 THE WITNESS: I don't -- "contractor
6 was still in existence," meaning he was still
7 there?

8 BY MR. REDA:

9 Q. Yeah, still driving the truck.

10 MR. RHODE: Same objection.

11 MR. REDA: I'll rephrase it.

12 BY MR. REDA:

13 Q. The only reason you would need a new
14 independent contractor, if the old independent
15 contractor was unavailable to drive the truck,
16 correct?

17 MR. RHODE: Object to the form.

18 THE WITNESS: Correct.

19 BY MR. REDA:

20 Q. And then you would enter into a new lease
21 assignment so that the new independent contractor
22 would have a right to drive the truck legally,
23 correct?

24 A. Right. Correct.

1 Q. Okay. So that was one of the issues, or All
2 Ways Auto could pay six months following an event
3 of default, the guaranteed rental period, correct?

4 MR. RHODE: Objection to form.

5 THE WITNESS: They would --

6 MR. RHODE: Sorry. Objection to form,
7 misstates the document and also calls for a legal
8 conclusion.

9 THE WITNESS: Well, they were -- they
10 would pay for the vehicle while they were looking
11 for another contractor.

12 BY MR. REDA:

13 Q. Or, or, they -- or All Ways Auto could
14 abandon the vehicle -- not abandon it, but All Ways
15 Auto could choose not to look for a new driver and
16 pay only six months following an event of default?

17 MR. RHODE: Objection to form,
18 mischaracterizes the document.

19 THE WITNESS: It's actually to be the
20 first truck put into the fleet if a driver leaves.
21 That would be the first truck they'd put into a
22 fleet versus any other trucks.

23 BY MR. REDA:

24 Q. Okay. So -- but this sentence gives All

1 Ways Auto two options, correct?

2 MR. RHODE: Objection to form.

3 THE WITNESS: No. It always has the
4 first obligation to make sure it's the next truck,
5 out of all trucks, put back in their fleet.

6 BY MR. REDA:

7 Q. Okay. Let's say they don't do that.

8 **A. They're in default of the contractor.**

9 Q. Of the program agreement?

10 **A. Program agreement, yeah.**

11 Q. And then -- but right here it says, for
12 number two, that they could pay six months
13 following an event of default.

14 MR. RHODE: Objection to form,
15 mischaracterizes the document and asked and
16 answered.

17 THE WITNESS: But it would still have
18 to be the next program back in -- next truck put
19 back into the fleet.

20 BY MR. REDA:

21 Q. Okay. Let's go down to -- if you keep going
22 down in that section, go down to -- it's the second
23 paragraph in section four: Normal wear and tear is
24 stated --

1 MR. RHODE: Is it saying if -- I'm
2 sorry, Bob, we just want to make sure we're on the
3 right page. Is it "if, after an event of default
4 by an independent contractor," comma?

5 MR. REDA: Yes.

6 MR. RHODE: Is that where you are?

7 MR. REDA: Yep.

8 MR. RHODE: Okay.

9 BY MR. REDA:

10 Q. Do you see that paragraph?

11 MR. RHODE: And take a minute to read
12 the whole paragraph if you need to.

13 THE WITNESS: Okay.

14 BY MR. REDA:

15 Q. Who at Bush Truck Leasing is going to be
16 able to tell us whether the repairs to vehicles
17 that were returned to Bush Truck Leasing were not
18 normal wear and tear?

19 MR. RHODE: Objection to form.
20 Objection to form.

21 THE WITNESS: Well, there's standards
22 that Larry knows.

23 BY MR. REDA:

24 Q. Okay. Is there anybody else?

1 **A. Treasa probably knows, Ed, and some of the**
2 **people that were there before the AW account was**
3 **active.**

4 Q. Okay. So do you read the same way I do,
5 that it basically says that if the repairs are
6 normal wear and tear, they're not chargeable to AW?

7 MR. RHODE: Objection to form,
8 misstates the program agreement. Objection to
9 form.

10 THE WITNESS: Yeah.

11 MR. REDA: All right.

12 THE WITNESS: Yeah. It's based on our
13 sole discretion.

14 BY MR. REDA:

15 Q. So it's really AW is responsible for
16 extraordinary wear and tear, is that correct?

17 MR. RHODE: Objection to form,
18 misstates the document.

19 THE WITNESS: It doesn't say that.

20 BY MR. REDA:

21 Q. But they're not responsible for ordinary
22 wear and tear repairs?

23 **A. Correct.**

24 Q. I'm going to direct your attention to

1 Exhibit 14. Tell me when you have that in front of
2 you.

3 MR. RHODE: I've got to find it. Hold
4 on.

5 MR. REDA: It's the supplemental 213
6 answers.

7 MR. RHODE: Okay. We got it.

8 MR. REDA: You got it?

9 BY MR. REDA:

10 Q. Do you see that document in front of you?

11 **A. Correct, uh-huh.**

12 Q. Did you review that document at or about the
13 time it was completed?

14 **A. I did review it.**

15 Q. You did? Okay.

16 MR. RHODE: I think these -- Bob, just
17 so we're clear here, I think these are the ones
18 that Treasa verified. I don't see the verification
19 page attached here, but...

20 MR. REDA: Yeah, I don't have that
21 actually.

22 MR. RHODE: Oh, really?

23 MR. REDA: Yeah. It's all right. I
24 mean, get it to me if you can, you know, whenever.

1 We'll figure it out.

2 MR. RHODE: Yeah, we'll send it to you
3 again. I mean, you should have it, but we'll send
4 it to you. I'll make a note to have Joe do that.

5 MR. REDA: Okay. I'll put it in an
6 email for you.

7 MR. RHODE: No, no. No, no. I could
8 actually take the request on the record.

9 MR. REDA: You could remember that one?
10 Okay.

11 MR. RHODE: Yeah, I'm good.

12 BY MR. REDA:

13 Q. All right. If you go to page nine of this
14 document, page nine begins a chart that's got a
15 blue header on it.

16 **A. Okay.**

17 Q. Have you seen this chart before?

18 **A. Yes.**

19 Q. Okay. Did you participate in the
20 preparation of this chart?

21 **A. No.**

22 Q. Who did at Bush Truck Leasing?

23 **A. I'm not sure who all was involved.**

24 Q. Can you name at least one person?

1 **A. Treasa.**

2 Q. Okay.

3 All right. So I want you to look at the
4 third column over. It's entitled "delinquent lease
5 payments owed." Do you see that one?

6 **A. Yep.**

7 Q. And if you look just at the very first
8 vehicle, or tractor, it ends in 1015-01. Do you
9 see that?

10 **A. Yep.**

11 Q. Looking for 3,555.92.

12 **A. Okay.**

13 Q. Where do you get that number?

14 MR. RHODE: Objection to form and lacks
15 foundation.

16 THE WITNESS: Again, I didn't put this
17 document together.

18 MR. REDA: Okay.

19 THE WITNESS: It appears to be
20 delinquent payments, as what's labeled at the top.

21 BY MR. REDA:

22 Q. So you don't know how this was calculated,
23 this field. Is that what you're saying?

24 **A. Correct.**

1 Q. All right. Then I could just keep asking
2 you. The next column over says "six-month
3 guaranteed rental payments owed."

4 Do you know how the 11,556.74 was figured
5 out?

6 **A. It's six -- the monthly payment times six**
7 **would be my -- would be my assumption.**

8 Q. All right. But you don't know for sure.
9 You're just assuming that right now, right?

10 **A. Yeah. It's kind of like that for the whole**
11 **document.**

12 Q. Yeah. Okay. That's what I figured out.
13 All right.

14 So keep going to the right. For the total
15 repair costs, 8,676.59, you don't know where that
16 number came from, either?

17 **A. No.**

18 Q. Do you know whether any of those repairs,
19 the repair costs, the 8,676.59, were for ordinary
20 wear and tear repairs?

21 **A. Ordinary wear and tear, no, I don't believe**
22 **it was, but I don't have the information.**

23 Q. Okay. And then the last column, total repo
24 cost, 1,275, do you see that number?

1 **A. Yes.**

2 Q. Is AW responsible for Bush Truck Leasing's
3 repossession costs under the program agreement?

4 **A. I believe they are.**

5 Q. Okay. Do you know whether or not AW's
6 responsible for the delinquent lease payments owed
7 under the third column in this chart?

8 **A. Yes.**

9 Q. Under the program agreement?

10 **A. I believe so.**

11 Q. All right. I want to show you what's been
12 marked as Exhibit 15.

13 MR. RHODE: What's -- what is that
14 document?

15 MR. REDA: This -- Exhibit 15 is all of
16 the exhibits that are attached to plaintiff's -- or
17 defendant's counterclaim.

18 MR. RHODE: Oh, okay.

19 MR. REDA: And you could see that at
20 the top. It shows you the alphanumeric page stamp
21 from the federal court.

22 MR. RHODE: Okay. Let me grab it here
23 in this stack of paper.

24 MR. REDA: It's a big one. It's 65

1 pages.

2 MR. RHODE: Okay.

3 Did we do 12 and 13?

4 MR. REDA: We did not.

5 MR. RHODE: Okay.

6 All right. We got 15.

7 MR. REDA: You got it. All right.

8 BY MR. REDA:

9 Q. So I want to go -- the first page of Exhibit
10 15 is actually Exhibit 1 to the complaint, and it's
11 an email purporting to be from you to Jordan on
12 November 1st, 2016, at 5:55 p.m., attaching
13 additional marketing material. Do you see that?

14 **A. Yes.**

15 Q. Is that a true and accurate copy of your
16 November 1st, 2016 email to Jordan at 5:55 p.m.?

17 **A. I -- I don't know. I assume it is.**

18 Q. Okay. If you go to the next --

19 **A. It's a standard piece of collateral that we**
20 **send out to all customers when we're first**
21 **introducing ourselves.**

22 Q. Okay.

23 **A. That's not just -- obviously not just Class**

24 **A. It's mostly geared to light- and medium-duty**

1 **trucks.**

2 Q. Okay. If you page through it and you go to
3 the third page of Exhibit 15, you're going to see a
4 brochure called "driving your business."

5 **A. What page?**

6 MR. RHODE: They're not -- they're not
7 paginated, so let me...

8 MR. REDA: Then you just flip to the
9 third page.

10 MR. RHODE: Okay.

11 THE WITNESS: Okay.

12 BY MR. REDA:

13 Q. If you look at this brochure, it's a
14 multipage brochure. Is it a true and accurate copy
15 of the "driving your" -- or Bush Truck Leasing,
16 Inc., "driving your business" brochure that you
17 delivered to Jordan on or about November 1st, 2016?

18 **A. Is there a date on -- you say November?**

19 Q. Yeah. The email says it right there,
20 November 1st, 2016.

21 MR. RHODE: I mean, I could make this
22 go faster, Bob. I mean, are you representing this
23 attachment was attached to, exactly as it appears
24 in Exhibit 15, the November 1st, 2016 email. Then,

1 I mean, you could make that representation.

2 MR. REDA: As far as I know, it was,
3 yeah.

4 THE WITNESS: This is a very old piece
5 of collateral, marketing collateral, we send out to
6 everybody. I'm not sure when it was sent out or --
7 but it could have been.

8 BY MR. REDA:

9 Q. But it's a true and accurate copy of one of
10 Bush Truck Leasing's marketing collateral from
11 years past?

12 A. Yes.

13 Q. If you flip to the next page -- actually two
14 pages down.

15 A. It, too, is geared mostly to light-duty --
16 light- and medium-duty trucks, not Class A.

17 Q. All right. But if you go to page five of
18 the exhibit you have in your hands, do you see
19 that?

20 A. Yeah, uh-huh.

21 Q. All right. This is the page that talks
22 about services manifest. Do you see that?

23 A. Yes.

24 Q. And in fact, I think you've actually got a

1 servicemark. Do you see the little SM on top of
2 the T? "Services manifest" with a little
3 servicemark. Do you see that?

4 **A. Yeah.**

5 Q. All right. Do you typically servicemark,
6 trademark, copyright some of your marketing
7 collateral?

8 **A. I would check with -- you'd have to check**
9 **with marketing on that.**

10 Q. Okay. But if you look down in the big red
11 area, or the box that's framed in red, the second
12 one talks about route ready maintenance program.
13 Do you see that?

14 **A. Yeah.**

15 Q. And that's actually got a servicemark on it,
16 too, doesn't it?

17 **A. I believe that's what that is, yeah.**

18 Q. All right. And that's the route ready
19 maintenance program we've been talking about
20 already today, right?

21 **A. Correct.**

22 Q. All right. Then if you look in the box
23 across from it, it says: Managed maintenance
24 program to provide preventative services and

1 repairs to your truck, including.

2 **A. Let me -- let me back up just a second there.**

3 Q. Sure.

4 **A. That's -- the route ready maintenance**
5 **program's not the same for all -- all corporate**
6 **sponsors. Light-duty and heavy-duty are two**
7 **different products and services.**

8 Q. Okay. But this particular document is
9 saying that the route ready maintenance program is
10 described as a managed maintenance program to
11 provide preventative service and repairs to your
12 truck, including. It says that, doesn't it?

13 **A. This piece of marketing collateral, that's**
14 **generic, explains what a program can consist of,**
15 **yes.**

16 Q. Okay.

17 **A. And that's one of the items.**

18 Q. And this particular brochure is saying that
19 the route ready maintenance program is a managed
20 maintenance program, correct?

21 **A. Depending on how the corporate sponsor wants**
22 **it managed, it can be, yes.**

23 Q. All right. And it includes all preventative
24 maintenance?

1 **A. It could.**

2 Q. Okay. Now, you said earlier that at some
3 point in time, Bush Truck Leasing contracted with
4 Dickinson Fleet Services to take over the
5 maintenance program. Is that right?

6 MR. RHODE: Objection to form,
7 misstates the testimony.

8 THE WITNESS: Not to take over, but to
9 provide -- be a major vendor in the program.

10 BY MR. REDA:

11 Q. Okay. So what services did Bush Truck
12 Leasing maintain in-house after it contracted with
13 Dickinson Fleet Services?

14 MR. RHODE: Objection to form.

15 THE WITNESS: We managed the fund. We
16 managed the reconditioning in many cases. We
17 okayed estimates. We had our current -- in some
18 cases, we had to use our current network that
19 wasn't suited for Dickinson's network or
20 Dickinson's mobile fleet. So a lot of the same
21 things we always did.

22 BY MR. REDA:

23 Q. Did Dickinson Fleet Services provide you
24 with discounts to be passed on to your lessees?

1 MR. RHODE: Objection to form.

2 THE WITNESS: We did negotiate
3 discounts with Dickinson, yes.

4 BY MR. REDA:

5 Q. And the repair discounts was a big component
6 of your marketing of your maintenance program to
7 your lessees, correct?

8 MR. RHODE: Objection to form.

9 THE WITNESS: That was a component,
10 yes.

11 BY MR. REDA:

12 Q. So I want to direct your attention to
13 Exhibit 16.

14 MR. RHODE: Are these the ones you sent
15 after lunch? We got to run to -- I think Joe sent
16 them to his assistant to be printed.

17 MR. WOMICK: Yeah, let me go grab them.

18 MR. REDA: All right.

19 MR. RHODE: So maybe give us two
20 minutes.

21 MR. REDA: Yeah, that's fine. That's
22 all right.

23 MR. WOMICK: Bob, none of these have
24 exhibit labels yet. You have to tell us which --

1 MR. REDA: Yeah. You know what? If
2 you guys just want to write them on there, but I'll
3 start putting them on right now. Hang on. It's
4 pretty easy to get them on.

5 You might want to print all the rest of
6 them out in the folder, I guess, if we're doing
7 that.

8 MR. RHODE: Okay. Do you want to
9 just -- do you want to take a break while I get
10 this sorted? Are there going to be -- like how
11 many can we get done right at once, and then
12 we'll...

13 MR. REDA: There's through 24 right
14 now.

15 MR. RHODE: In the folder?

16 MR. REDA: Yeah.

17 MR. WOMICK: I think when I last
18 looked, it was only up through like 19.

19 MR. RHODE: Are they labeled?

20 MR. REDA: They don't have the Bates
21 stamp -- they don't have the exhibit, like
22 plaintiff's exhibit. The PDF is. The PDF itself
23 says what it is, but, right, it's going to be
24 difficult. I can do it right now. Just give me

1 one second.

2 MR. RHODE: Okay. Let's go -- we could
3 go off the record and we'll...

4 MR. REDA: All right.

5 (Recess taken from 1:00 to 1:35,
6 central time.)

7 BY MR. REDA:

8 Q. There is -- I want to direct your attention
9 to Exhibit 18, Plaintiff's Exhibit 18, but -- get
10 that in front of you, but before we get to that, I
11 got some other things to talk to you about.

12 All right. As soon as you have that in
13 front of you, let me know.

14 **A. Okay. It's in front of me.**

15 Q. Okay. Great.

16 So this is some -- this is more background
17 stuff, but who is AmeriQuest Transportation
18 Services?

19 **A. I believe AmeriQuest is part of NationaLease,**
20 **a bunch of -- combined, they're the largest truck**
21 **maintenance company in the country, full service**
22 **and -- yeah, truck leasing and maintenance.**

23 Q. But isn't -- but isn't NationaLease just
24 like a trade group?

1 MR. RHODE: Objection to form.

2 BY MR. REDA:

3 Q. NationaLease is like -- NationaLease doesn't
4 own --

5 A. They're a shared service group more than --
6 more than a trade group. They're the largest in --
7 they're like a Penske or a Ryder, but they have
8 individual members.

9 Q. Right. So NationaLease doesn't own
10 AmeriQuest Transportation Services?

11 A. They bought AmeriQuest. I'm not sure of the
12 full name. That throws me a little bit, but they
13 bought AmeriQuest.

14 Q. Does that sound like -- Corcentric maybe is
15 the new name?

16 A. Corcentric is part of that group as went.

17 Q. It's just another member. Okay.

18 A. They're not a member. They're -- I think
19 they're actually part of NationaLease.

20 Q. Okay.

21 All right. So when -- we've got a couple --
22 we've got a couple things in here from like Milton
23 Billings and a couple of these other drivers, where
24 Bush Truck Leasing executed assignments of the

1 lease from one party to the next party, so like --
2 I'm not going to bring an exhibit because I just --
3 I want to know if you understand this or if there's
4 somebody else in your organization does.

5 So in that assignment, the previous lessee
6 does not execute the assignment. It was a lady and
7 it was from the -- like the title trust that Bush
8 Truck Leasing set up. Are you familiar with this?

9 MR. RHODE: Objection to form.

10 THE WITNESS: I -- that's bits and
11 pieces of a lot of things, so I'm not sure enough
12 of what you're talking about.

13 BY MR. REDA:

14 Q. Well, when the trucks get assigned from
15 one -- from a prior lessee to a new lessee, there's
16 a person who signs on behalf of Bush Truck Leasing,
17 and it's like a title trust, which -- which appears
18 to be that Bush has assigned its interest in these
19 leases to this title trust. Are you familiar with
20 that?

21 MR. RHODE: Objection to form and
22 mischaracterizes the record.

23 THE WITNESS: That's vague. I'd be
24 guessing.

1 BY MR. REDA:

2 Q. Okay. Do you have a title trust for your
3 leases?

4 **A. We do. It's not active right now.**

5 Q. Okay. So describe --

6 **A. Titling trust.**

7 Q. What's it called?

8 **A. Titling trust.**

9 Q. Okay. Describe that to me.

10 **A. It's its own entity, where lease -- leases**
11 **can be housed, kept.**

12 Q. Now, do you -- do you assign the leases to
13 that titling trust?

14 MR. RHODE: Objection.

15 THE WITNESS: It's not active. Our
16 titling trust is not active.

17 MR. RHODE: Sorry. Objection to form.

18 MR. REDA: This goes back to what I was
19 saying. If your lawyer objects, kind of like hold
20 off for a second so we can get it on the record.

21 BY MR. REDA:

22 Q. When -- was the titling trust active in
23 2016?

24 **A. No.**

1 Q. Was it active in 2017?

2 **A. No.**

3 Q. How about 2018?

4 **A. No.**

5 Q. When did the titling trust come into
6 existence?

7 MR. RHODE: Objection to form.

8 THE WITNESS: Early 2000s.

9 BY MR. REDA:

10 Q. Okay. And did you form that titling trust
11 yourself?

12 **A. Yes.**

13 Q. Are you the -- are you like the only owner,
14 shareholder, member of the company?

15 **A. It has no -- it has no assets. There's not
16 any value to it.**

17 Q. But is there a beneficiary?

18 **A. The beneficiary -- well, there's not any --
19 it's done to do a private placement, but there's not
20 any beneficiary at this time.**

21 Q. Was there a beneficiary?

22 MR. RHODE: Object to form.

23 THE WITNESS: I'm not -- I don't know
24 enough to speak on that. There were individual

1 SUBIs that had individual entities that bought
2 leases that were housed in that entity, and they
3 had special beneficiary interest.

4 BY MR. REDA:

5 Q. So you've made a comment about it a little
6 bit earlier. You basically assembled a bloc of
7 leases and then sold it to investors, correct?

8 MR. RHODE: Objection to form and
9 misstates the testimony.

10 BY MR. REDA:

11 Q. Do you understand the question?

12 **A. I do. With recourse back to Bush.**

13 Q. Okay. So just so I get this right, early
14 2000s, you set up this titling trust entity to take
15 ownership of blocs of leases so that you could sell
16 those blocs as investments to third parties?

17 MR. RHODE: Object to the form.

18 THE WITNESS: Say that again.

19 MR. REDA: Do you want to repeat that
20 question. Can you do that for me. Thanks.

21 (Following question read back: So just
22 so I get this right, early 2000s, you set up this
23 titling trust entity to take ownership of blocs of
24 leases so that you could sell those blocs as

1 investments to third parties?)

2 MR. RHODE: Same objection.

3 THE WITNESS: Those -- those third
4 parties -- I don't feel qualified to speak on it.
5 Those third parties kept an interest. They stayed
6 in the SUBI. That had a SUBI that stayed as part
7 of the trust until it paid out.

8 BY MR. REDA:

9 Q. Okay. What is a SUBI? Could you spell that
10 to me?

11 **A. Special purpose benefit -- beneficiary**
12 **interest, something like that.**

13 **AW was not a part of that. They weren't even**
14 **around close to that time.**

15 Q. So you're saying that none of the leases for
16 AW drivers were part of the titling trust?

17 **A. Correct.**

18 Q. All right. There was a point in time when
19 you had asked -- you and/or an employee of Bush
20 Truck Leasing had asked employees of AW to make
21 payments under the leases directly to a third-party
22 bank. Do you recall that?

23 **A. No.**

24 Q. I understand that there was a -- that when

1 you made a lease to a particular driver, you could
2 have the lease costs, the maintenance costs and
3 potentially a warranty cost. Does that sound about
4 right?

5 **A. That sounds about right.**

6 Q. Did Bush Truck Leasing ever charge an
7 additional warranty fee over and above the
8 agreed-upon warranty charge when the lease was
9 entered into?

10 MR. RHODE: Objection to form.

11 THE WITNESS: Say that again.

12 BY MR. REDA:

13 Q. Did Bush Truck Leasing ever charge a
14 warranty fee or any monies for a warranty fee over
15 and above the agreed-upon warranty charge?

16 **A. Not that I'm aware of, not over and above an**
17 **agreed-upon amount.**

18 Q. Okay. How many repair facilities does BTL
19 have and own?

20 MR. RHODE: Objection to form.

21 MR. REDA: I'll rephrase that.

22 BY MR. REDA:

23 Q. In 2016 did Bush Truck Leasing own any
24 repair facilities?

1 **A. Yes.**

2 Q. How many?

3 **A. Well, there's several buildings that repairs**
4 **get done in.**

5 Q. Where's that located?

6 **A. Cincinnati, Wilmington, Las Vegas.**

7 Q. So those three cities have wholly-owned Bush
8 Truck Leasing repair shops?

9 **A. Correct.**

10 Q. In 2016 and 2017 how many road service
11 trucks did Bush Truck Leasing have?

12 **A. We didn't own any.**

13 Q. Okay. Did Bush Truck Leasing ever increase
14 the repair charges to its lessees over and above
15 the actual charge from the repair shop?

16 MR. RHODE: Objection to form.

17 THE WITNESS: State that again.

18 BY MR. REDA:

19 Q. Well, did Bush Truck Leasing ever take --
20 well, I'll rephrase that.

21 Since the end of 2016, through and including
22 today, did Bush Truck Leasing ever take an invoice
23 from a repair shop and increase it by an amount and
24 then bill their lessees for that increased amount?

1 **A. Yes.**

2 Q. Why?

3 **A. It's in the agreement.**

4 Q. What part of the agreement?

5 **A. I believe the maintenance agreement.**

6 Q. But that would be between Bush and its --

7 **A. Drivers.**

8 Q. Okay. So the maintenance agreement between
9 Bush and its drivers or lessees has a provision
10 that Bush Truck Lease can increase vendor invoices
11 by an amount of money?

12 **A. I believe so.**

13 Q. Do you know how much?

14 **A. I do not.**

15 Q. Did Bush Truck Leasing ever have -- since
16 the end of 2016, did Bush Truck Leasing ever have a
17 policy to deliver monthly, quarterly, yearly
18 maintenance accounting statements to the drivers?

19 **A. Upon request we would deliver.**

20 Q. But not -- but you just wouldn't do it
21 automatically. The driver would have to request
22 it?

23 **A. Correct.**

24 Q. Did Bush Truck Leasing have a policy to

1 withhold the original repair shop invoices from the
2 drivers?

3 MR. RHODE: Objection, form.

4 THE WITNESS: I'm not sure.

5 BY MR. REDA:

6 Q. Who would know that?

7 **A. Maybe Treasa or Larry.**

8 Q. Is there any reason why -- when I talk about
9 these time periods, I'm talking about the end of
10 2016 to today. Is that okay?

11 **A. I think we just -- I believe we just shared**
12 **the records we had with them. I don't believe we**
13 **shared the individual invoices with them.**

14 Q. All right. Do you know what the average
15 time it took to repair -- for Bush Truck Leasing --
16 during the relevant time period, for Bush Truck
17 Leasing to authorize a repair?

18 MR. RHODE: Objection to form.

19 THE WITNESS: Well, there's a lot of
20 different types of service. Most services only
21 took five minutes, five, 10 -- five, 10 minutes.

22 BY MR. REDA:

23 Q. Okay. Aside from the five- to 10-minute
24 authorizations --

1 **A. That's most of them.**

2 Q. Okay. Okay. Putting those aside, how long
3 did it take for Bush Truck Leasing to authorize,
4 during the relevant time period, to authorize non
5 five-minute repairs?

6 **A. Well, the majority of the repair**
7 **authorization took five to 10 minutes.**

8 Q. Okay.

9 **A. There are some out of scope repairs.**
10 **Especially if they didn't have any money in their**
11 **account and AW wouldn't pay for it, we had to make a**
12 **decision if we were going to loan the contractor**
13 **money, as opposed to AW, to keep the driver running,**
14 **or we were going to keep -- get the truck and have**
15 **AW pay for it.**

16 **At the time AW might have quit paying it and**
17 **just made the decision process a little bit longer,**
18 **but if the contractor went in for service and was**
19 **current, normally it was, you know, five, 10 -- a**
20 **five- to 10-minute, maybe three- to 10-minute**
21 **exercise.**

22 Q. I've been -- go ahead. I'm sorry.

23 **A. If the driver has money in the maintenance**
24 **fund, it's a very, very, very, very quick process.**

1 Q. Okay. Was there a time, during the relevant
2 time period, that the 24/7 phone system and
3 answering -- 24/7, you know, call center ever
4 closed?

5 MR. RHODE: Objection to form, asked
6 and answered.

7 THE WITNESS: It did not close, no.

8 BY MR. REDA:

9 Q. Okay. It was never down for a couple of
10 days?

11 **A. Not without an alternative.**

12 Q. All right. Did Bush Truck Leasing ever
13 authorize AW drivers to move their tractor leases
14 to another program agreement entity?

15 MR. RHODE: Objection to form.

16 THE WITNESS: I don't understand the
17 question.

18 BY MR. REDA:

19 Q. Well, there's some evidence floating out
20 there that says Bush Truck Leasing authorized
21 specific -- there were specifically lessees that
22 were contracted with AW to move their trucks to
23 another basic carrier.

24 MR. RHODE: Corporate sponsor?

1 BY MR. REDA:

2 Q. Well, we haven't defined "corporate
3 sponsor." We've got the program agreement people.

4 **A. Yes, that could be done. Yeah.**

5 Q. What part of the program --

6 **A. It could have happened.**

7 Q. Okay. So that did happen?

8 **A. Right.**

9 Q. What part of the program agreement actually
10 allowed Bush Truck Leasing to remove a driver from
11 the contract with AW and give it, that driver, to
12 another carrier?

13 **A. It only would have happened if the driver was**
14 **in default and AW wasn't living up to their**
15 **corporate sponsor agreement.**

16 Q. So then you would authorize the driver to
17 move their lease to another carrier?

18 **A. That could happen. I don't know if it did,**
19 **but it could happen. If we could not get AW to live**
20 **up to the agreement and they were defaulting out on**
21 **the agreement, we had to cut our losses. We tried**
22 **to avoid this situation.**

23 Q. Where did you think AW got the revenue to be
24 able to pay the driver's lease, maintenance and

1 warranty charges?

2 A. Well, from -- from the statement I saw, it
3 looks like they charged the driver a 15 percent fee,
4 plus other fees, so I assume that's where they get
5 the revenue.

6 Q. Well, you wouldn't get the revenue from a
7 charge. You'd get the revenue from a customer,
8 right?

9 A. Well, I don't know. I just saw what they
10 dinged the driver for, and it said 15 percent of the
11 revenue, I thought, or something like that.

12 Q. Okay.

13 A. And then plus a number of other fees. And I
14 assume that's tallied up to quite a bit of money,
15 \$30,000 or something like that a year.

16 Q. Okay. But where would the revenue come
17 from -- or let me rephrase it.

18 You've been in the business a long time,
19 right? These carriers and their drivers deliver
20 freight, and then the freight is paid for by a
21 customer, correct, and that becomes the revenue to
22 the carrier, correct?

23 A. I assume that's how AW operates. I don't
24 know. You'd have to ask Jordan.

1 Q. Do you know how any -- is there any company
2 out there that's a carrier that doesn't operate
3 that way?

4 **A. I don't know.**

5 Q. Okay. So let's say that driver A is not
6 generating revenue by delivering loads. Are you
7 saying that AW should keep paying that driver's
8 expenses, even though the driver's not generating
9 any revenue?

10 **A. If the driver is in default, they should be**
11 **paying the expenses and putting another driver into**
12 **the truck.**

13 Q. What if the truck is broken down and
14 unusable?

15 **A. Well, the driver would not be able to take it**
16 **to another carrier, then.**

17 Q. So I was told that Jordan actually did
18 propose to you and BTL an alternative preventative
19 maintenance plan, but it was rejected. Do you
20 remember that?

21 **A. No.**

22 Q. Okay. Do you know where -- or let me ask a
23 different question.

24 For all your employees, do you keep

1 employment records?

2 MR. RHODE: Objection to form.

3 THE WITNESS: We have an HR department.
4 I assume they have most of the records for
5 employees.

6 BY MR. REDA:

7 Q. And are your employees W-2 employees?

8 **A. When you say -- what did you say, W-2?**

9 Q. Yes, W-2.

10 **A. I didn't hear you, I'm sorry.**

11 Q. W-2, yeah.

12 **A. Yes.**

13 Q. All right. And in order to do a W-2, you
14 need their last known address, phone number, email,
15 right?

16 **A. I'm not in HR. I'm not sure.**

17 Q. Okay. So you're saying that Bush Truck
18 Leasing does not have their employees' last known
19 address and phone number?

20 MR. RHODE: Objection to form. That's
21 not what he said. He said he's not in HR.

22 Objection to form, lacks foundation and
23 asked and answered.

24 /////

1 BY MR. REDA:

2 Q. You can answer the question.

3 A. No, I didn't say that. I said I don't have
4 knowledge of it. I don't -- I don't ask that
5 question. I haven't asked that question.

6 Q. All right. Do you happen to know where Jim
7 Olson currently lives?

8 A. No.

9 Q. Do you know where Doug Ritchie currently
10 lives?

11 A. No.

12 Q. Do you think your HR department has their
13 last known addresses and phone numbers?

14 I'm sorry, I didn't catch that.

15 A. What do you mean by "last known"? I --
16 that's -- the last we known of, yes.

17 Q. That was the question.

18 Do you know whether or not Bush Truck
19 Leasing ever offered replacement tractors to
20 drivers when they had serious breakdowns and kept
21 their trucks out of service for more than a day?

22 MR. RHODE: Objection to form.

23 THE WITNESS: I don't believe we did.

24 /////

1 BY MR. REDA:

2 Q. Do you know why not?

3 **A. It wouldn't have been affordable for the**
4 **drivers.**

5 Q. We talked earlier about the tires, and you
6 said that no new tires were provided after the
7 second set. Is that right?

8 MR. RHODE: Objection to form.

9 THE WITNESS: Were required to be --
10 they weren't allowed to use their maintenance fund
11 for that more than two times.

12 BY MR. REDA:

13 Q. And you said that was part of the -- part of
14 the maintenance agreement between Bush Truck
15 Leasing and their drivers, right?

16 **A. Correct.**

17 Q. All right. I want to direct your attention
18 to Exhibit 18.

19 **A. Okay.**

20 Q. I don't know if you have that in front of
21 you.

22 **A. I do.**

23 Q. There's a couple different emails on here.
24 I'm talking about the third one down that's

1 basically a February 18, 2020 email from Jordan to
2 you. Do you see it?

3 **A. Yes. 11:54?**

4 Q. That's it.

5 **A. Yeah.**

6 Q. Is this a true and accurate copy of Jordan's
7 email to you on February 18th, 2020, at 11:54?

8 **A. I don't remember it, but it doesn't look like**
9 **it's been tampered with.**

10 Q. So what do you have to say to Jordan's
11 complaint that when Bush Truck Leasing allowed this
12 particular driver to move his truck to another
13 carrier, it left All Ways Auto with a huge loss
14 that could be uncollected from that driver?

15 MR. RHODE: Objection to form, lacks
16 foundation, assumes facts not in evidence.

17 THE WITNESS: Yeah, I don't have any
18 proof of that, and that's nothing compared to the
19 losses that Jordan's left us with with drivers that
20 have left or failed. We found one truck in Utah,
21 at a storage lot, that he left there without an
22 engine. That was probably a 60,000 dollar repair.

23 MR. REDA: Okay. Let's see.

24 /////

1 BY MR. REDA:

2 Q. I want to show you what's been marked as
3 Exhibit 19. Tell me when you have it in front of
4 you.

5 **A. Okay.**

6 Q. Do you have it?

7 **A. Not yet.**

8 Q. Okay.

9 MR. RHODE: He's waiting on me.

10 MR. REDA: Oh, sorry.

11 (Off record discussion.)

12 THE WITNESS: Are you talking to me?

13 MR. REDA: No. I'm talking to the
14 court reporter, because they get tired, you know.
15 After a while, their hands get tired, body gets
16 tired.

17 THE WITNESS: I have the document.

18 BY MR. REDA:

19 Q. Okay. So there's, it looks like, three
20 emails in here, but I'm directing you to the third
21 one down. It's a February 25th, 2020 email from
22 Jordan to you. Do you see that?

23 **A. 3:43.**

24 Q. That's it, yes.

1 **A. Yeah.**

2 Q. Does this appear to be a true and accurate
3 copy of Mr. -- of Jordan's February 25th, 2020
4 email to you on that date and time?

5 **A. I don't remember it, but it doesn't look like**
6 **it's been tampered with, so I would assume it is.**

7 Q. All right. Well, then the one above it,
8 February 25th, 2020, same day, at 2:45 p.m., which
9 must be Ohio time, you respond with basically six
10 words: Forgetting all the rhetoric, dot, period,
11 yes, period.

12 Do you remember making that statement to
13 him?

14 MR. RHODE: By the way, feel free to
15 review the whole --

16 THE WITNESS: Do you mind if I read it?

17 MR. REDA: Oh, yeah, not at all. Yeah,
18 yeah. You actually should.

19 THE WITNESS: Thank you.

20 Okay.

21 BY MR. REDA:

22 Q. You got it?

23 **A. So basically what -- what I'm answering is**
24 **the question, is AW still responsible, and the**

1 **question is yes.**

2 Q. Okay.

3 **A. And the rhetoric is just that.**

4 Q. So, again, this would be -- the February
5 25th, 2020 email from you to Jordan at 2:45 p.m. is
6 a true and accurate copy of your email in response
7 to his?

8 **A. Again, I assume it is.**

9 Q. Okay. Do you remember writing that email?

10 **A. No.**

11 Q. Okay.

12 All right. I want to -- let me see what I
13 got going here.

14 I want to direct your attention to Exhibit
15 27. This is that big one, the 334-page one.

16 MR. RHODE: Give me just one minute,
17 Bob. I...

18 MR. REDA: Yeah. 27 and 26 we're going
19 to go over right now and then we're backing up.

20 MR. RHODE: You know what? I'm sorry,
21 I didn't catch the last part of that.

22 MR. REDA: We're going to be covering
23 27, 26, 25, 24, 23 and 22.

24 MR. RHODE: All right. Just tell me --

1 just tell me the next one, then --

2 MR. REDA: Okay.

3 MR. RHODE: -- that you want the
4 witness to take a look at.

5 MR. REDA: 27, but I would give him 26,
6 too, but 27 is what we're covering right now.

7 MR. RHODE: I'm like your paralegal,
8 Bob. I hope you appreciate that.

9 MR. REDA: I do. I do. I do. It's
10 tough with these -- these, you know, remote
11 depositions, because normally you have the big
12 piles of paper and you just kind of flip them out.

13 MR. RHODE: Yeah. I mean, again, if we
14 could just get these in advance, it would be real
15 helpful. We can have them all printed in order and
16 ready to go.

17 Okay. He has now 27 and 26.

18 MR. REDA: Perfect.

19 BY MR. REDA:

20 Q. So let's go to 27. Just so you know, you
21 can review these pages, which you should, but this
22 particular group of exhibits is the vendor invoice
23 and the Bush Truck Leasing invoice that was
24 provided to us through discovery related to a

1 single truck, and the truck was controlled by a guy
2 named Jason Cormier.

3 And I want to direct your attention to page
4 16 of that. The Bates stamped number on it is BTL,
5 dash, AW35115. It's very small.

6 **A. 35 --**

7 Q. 35115.

8 **A. Okay.**

9 MR. RHODE: So I'll just -- Bob, I'll
10 just object to the extent -- I don't know what --
11 the document appears to be some type of
12 compilation. It's got exhibits from BLT that would
13 have been documents we produced, and I see
14 something with the DFS label intermixed, and then I
15 also see -- then more BTL.

16 So just I have no idea what this was.
17 It looks like some type of work product or
18 something you compiled, but I just want to note
19 that objection for the record.

20 MR. REDA: Sure. Sure.

21 BY MR. REDA:

22 Q. So I want to just point out in here that
23 page 35115 purports to be a Goodyear Tire and
24 Rubber Company invoice to Bush Truck Leasing

1 related to this driver, James Cormier. And if you
2 look at kind of the top right of the invoice,
3 you'll see the date, April 30th, 2019. Do you see
4 that?

5 **A. Yes.**

6 Q. All right. And then kind of like right
7 under the word "Goodyear," straight down, you'll be
8 able to see the Jason Cormier name. Do you see
9 that?

10 **A. Yes.**

11 Q. All right. On the bottom of the -- is it
12 the first page? Yeah, I think it's the -- yeah,
13 the bottom of the first page, all the way to the
14 right, you'll see a total amount of the charge. Do
15 you see that?

16 **A. Okay.**

17 Q. 1483.67?

18 **A. Yes, uh-huh.**

19 Q. Do you have reason to believe that this is
20 not a true and accurate copy of Goodyear Tire and
21 Rubber's invoice to Bush Truck Leasing related to
22 James Cormier on or about April 30th, 2019?

23 MR. RHODE: Objection to form, lacks
24 foundation. I mean, I don't think you've

1 established he's even seen this before, but -- so
2 corrected or not, but objection, complete lack of
3 foundation.

4 BY MR. REDA:

5 Q. Do you have any -- again, do you have any
6 reason to believe this is not an accurate invoice
7 from Goodyear to Bush Truck Leasing?

8 **A. I don't know anything about the invoice, so I**
9 **can't tell you if it's accurate or not.**

10 Q. Okay. But you can see on the bottom, it's a
11 total amount charge for 1483.67, right?

12 **A. Yes, uh-huh.**

13 Q. Now, if you go to the very next page, page
14 17, do you see that?

15 MR. RHODE: Again, I'll just note for
16 the record these aren't in consecutive Bates label
17 order in Exhibit 27.

18 MR. WOMICK: Yeah. Bob, they're real
19 out of order, but I'm trying to -- here's 17.

20 MR. REDA: Well, it's just the next
21 page of the exhibit, so...

22 THE WITNESS: It wasn't.

23 MR. WOMICK: It's not.

24 MR. REDA: What do you mean it's not?

1 THE WITNESS: Well, that's all right.
2 Go ahead.

3 MR. REDA: I'm on pages 16 and 17.
4 Okay. Well...

5 BY MR. REDA:

6 Q. All right. If you go back to page 16,
7 there's another number that you should -- that you
8 should take a look at, and that is directly above
9 Jason Cormier's name, you can see the ID number.
10 It says BM104370. Do you see that? It's small,
11 but do you see it?

12 A. No. I'm on 16, right?

13 Q. Yeah, 16.

14 A. 35116, right?

15 Q. 35115. This is the Goodyear Tire invoice.

16 A. Okay. Back on the one we were on?

17 Q. Yeah.

18 A. Okay. Yes.

19 Q. Okay. So below that --

20 MR. RHODE: This is the one he said
21 he's never seen before today. That's the one
22 you're asking about?

23 MR. REDA: Yep. Yep, that's the one.

24 MR. RHODE: Okay.

1 BY MR. REDA:

2 Q. So you can see Jason Cormier's name there?

3 **A. Yes. Okay.**

4 Q. All right. And then you could see in here
5 the -- the labeling of this is -- if you look at
6 the services provided, midway down, you could see
7 AC -- or A/C, comp, sand, blah, blah, blah, blah.
8 Do you see that?

9 **A. Correct.**

10 Q. Okay. So -- and it's for VIN number, it
11 looks like right above Jason Cormier's name,
12 PJ428211. Do you see that?

13 **A. I see that, yeah.**

14 Q. All right. If you go now to page 17.

15 **A. 17?**

16 Q. Yep. It's the next page.

17 MR. WOMICK: You were just on 15, so
18 wouldn't it be 16?

19 MR. REDA: No. Well, it's 17 in the
20 pagination of the PDF.

21 MR. RHODE: What's the Bates number,
22 Bob?

23 MR. REDA: The Bates number is 35116.

24 MR. RHODE: Okay.

1 MR. REDA: All right. Do you see that?

2 MR. RHODE: Yep. Yep.

3 BY MR. REDA:

4 Q. Now, this is a Bush Truck Leasing invoice
5 related to the same charge, which is for air
6 conditioning, heating, ventilating system. Do you
7 see that?

8 MR. RHODE: Objection, lack of
9 foundation.

10 I mean, are you asking him what --

11 MR. REDA: Yeah. Yeah. I'm just
12 asking him.

13 MR. RHODE: Lack of foundation.

14 I mean, you asked him if it was the
15 same thing. I don't think you've laid any
16 foundation, so...

17 BY MR. REDA:

18 Q. Do you see the -- do you see the page 17?

19 **A. 16 and 17.**

20 Q. Yeah. The one you're looking at right now,
21 you're looking at Bates page 35116.

22 **A. Yes.**

23 Q. All right. Do you see the -- in the VRMS
24 code box, you can see where it says "parts,

1 1483.67." Do you see that?

2 **A. Yes.**

3 Q. That's the same amount as the Goodyear
4 invoice, correct?

5 MR. RHODE: Are you -- objection to
6 form, lack of foundation.

7 Are you asking him to look and confirm
8 for you that the number stated on two pages, that
9 he testified he hasn't seen before, doesn't have
10 any foundation to testify about, are the same?

11 MR. REDA: Yes.

12 MR. RHODE: Is that your question?

13 MR. REDA: Yes.

14 MR. RHODE: Okay. Okay. He's asking
15 you to read whether the two numbers on those two
16 pages are the same.

17 THE WITNESS: They are.

18 BY MR. REDA:

19 Q. Okay. Then you see where it says "vendor
20 markup, 148.37"?

21 **A. Yes.**

22 Q. Is that the markup you were talking about
23 that you were allowed -- that Bush Truck Leasing is
24 allowed to do under the maintenance program

1 agreement with the drivers?

2 MR. RHODE: Objection to form, lack of
3 foundation.

4 THE WITNESS: I don't know.

5 BY MR. REDA:

6 Q. Okay. Well, if you go down -- a little bit
7 down further to the right, down the bottom right --

8 **A. I'm not familiar with these bills, so I don't**
9 **know how they work.**

10 Q. Okay. Well, do you see where it says "BTL
11 markup," bottom right?

12 **A. Yeah, uh-huh.**

13 Q. Okay. Same amount of money, right?

14 **A. Correct.**

15 Q. So does that refresh your recollection as to
16 what --

17 **A. It's not a recollection since this is my**
18 **first time seeing it, but it --**

19 MR. RHODE: Sorry, I didn't get the
20 objection in. Same objection, lack of foundation.

21 BY MR. REDA:

22 Q. So who creates these Bush Truck Leasing
23 bills? Or let me rephrase that.

24 In May -- on May 1st, 2019, who at Bush

1 Truck Leasing created this bill that used the
2 148.37 markup and labeled it BTL markup? Who did
3 it?

4 **A. I have no idea.**

5 Q. Well, who in Bush Truck Leasing in 2019 had
6 the ability to go into the computer system, create
7 this kind of an invoice with a BTL markup?

8 **A. I don't know.**

9 Q. Would it have been people in the accounting
10 department?

11 **A. I don't know.**

12 Q. Who would know?

13 **A. I can't -- anybody's going to -- I don't know**
14 **who knows. Somebody could tell you how it flows**
15 **through the system.**

16 Q. All right. So if I needed to depose
17 somebody that's going to explain this to me, who
18 would that be?

19 **A. I would start -- Treasa might be able to tell**
20 **you.**

21 Q. Okay.

22 All right. If we go to Exhibit Number 26 at
23 this point.

24 MR. RHODE: Okay. Give us a second to

1 organize this stack.

2 MR. REDA: Yep. Yep. It's an 18
3 pager.

4 MR. RHODE: I just want to make sure we
5 keep it all together.

6 THE WITNESS: Okay.

7 MR. RHODE: 26?

8 MR. REDA: I'm on 26.

9 BY MR. REDA:

10 Q. Do you have any knowledge of any of these
11 invoices within Exhibit 26?

12 **A. No. I don't see the invoices.**

13 Q. Who does -- who does process the invoices?
14 Or let me rephrase that.

15 In 2016, 2017 and 2018, who was the people
16 that processed the invoice coming from vendors into
17 Bush Truck Leasing?

18 **A. I don't know.**

19 Q. Who would know?

20 **A. Maybe Treasa.**

21 Q. Would it be the people in the accounting
22 department maybe?

23 **A. I don't know. I don't know how -- I don't**
24 **know how it flowed.**

1 Q. Since -- since 20 -- during this time
2 period -- let's talk about the end of '16 through
3 '17. Were you in the Bush Truck Leasing's
4 corporate offices every day?

5 **A. No.**

6 Q. How many days a week during the end of '16
7 and '17 did you come into the Bush Truck Leasing's
8 corporate offices?

9 **A. I don't know. I traveled quite a bit on**
10 **business.**

11 Q. Okay. So it sounds like you're leaving the
12 day-to-day running of Bush Truck Leasing to
13 somebody else. Does that sound right?

14 MR. RHODE: Objection to form.

15 THE WITNESS: No.

16 MR. REDA: No?

17 BY MR. REDA:

18 Q. So in 2018, 2019, the same thing, that
19 you're in -- you're traveling a lot, you're not in
20 the office very regularly?

21 MR. RHODE: Objection to form.

22 I mean, Bob, you're asking the
23 president of a company about maintenance invoices
24 for a particular VIN. I mean, objection to form.

1 MR. REDA: The question stands.

2 THE WITNESS: I didn't travel as much.
3 It was the COVID situation.

4 BY MR. REDA:

5 Q. Okay. That was 2020. I'm talking '18 and
6 '19. During 2018 to 2019, were you in the office
7 more than one day a week?

8 A. Oh, yeah.

9 Q. All right. Were in the office five days a
10 week?

11 A. On many. On most.

12 Q. All right. So you said earlier that in
13 2016, you had roughly 40 employees at Bush Truck
14 Leasing. Do you remember that?

15 A. I do.

16 Q. You said you had two to three people in
17 collections, less than 10 in maintenance, two --

18 A. Yeah. All those were estimates, of course.

19 Q. Yeah, okay. But two-and-a-half in
20 purchasing. So that gives me -- let's just go with
21 10, and three, that's 13 -- 15-and-a-half. So
22 where's the other 25 employees?

23 MR. RHODE: Objection to form.

24 /////

1 BY MR. REDA:

2 Q. Let me ask you this. I'll rephrase it.

3 Were those 40 employees spread out amongst
4 all three of your companies?

5 **A. No.**

6 Q. Okay. Combined, all three companies, end of
7 2016 and 2017, how many employees did you have
8 combined over all three companies?

9 MR. RHODE: Objection to form.

10 THE WITNESS: I'm not sure.

11 BY MR. REDA:

12 Q. Less than 50?

13 **A. No.**

14 Q. Okay. How many people were employed by BTG
15 Logistics in 2017?

16 MR. RHODE: Objection to form.

17 THE WITNESS: I don't know about 2017.

18 BY MR. REDA:

19 Q. Less than 10?

20 MR. RHODE: Objection to form.

21 Just said he didn't know. Objection to
22 form.

23 MR. REDA: But I can get --

24 THE WITNESS: Not less than 10, no.

1 BY MR. REDA:

2 Q. All right. How about Bush Specialty
3 Vehicles, how many employees in 2017?

4 A. I don't know the dates, how many employees we
5 had on a certain day.

6 Q. Okay. BTG Logistics in 2023, how many
7 employees?

8 A. Probably about 500.

9 Q. And Bush Specialty Vehicles, how many
10 employees in 2023?

11 A. I don't know. It's just speculation, a
12 guess.

13 MR. RHODE: Well, don't guess, but if
14 you --

15 THE WITNESS: Okay. I don't know exact
16 numbers for any of them.

17 BY MR. REDA:

18 Q. Who would know those numbers?

19 A. HR.

20 Q. And who in HR would know those numbers?

21 A. Probably go -- I'd ask Andy Vidourek.

22 Q. All right. I'm going to show you what's
23 been marked as Exhibit 25. Let me know when you
24 got it in front of you.

1 **A. Okay.**

2 Q. It purports to be a maintenance statement,
3 dated 5-31-22, for a vehicle VIN ending in
4 FLGB9662. Do you see that?

5 MR. RHODE: Objection to form.

6 THE WITNESS: Yes.

7 BY MR. REDA:

8 Q. Is this a true and accurate copy of the
9 maintenance statement for that vehicle as of
10 5-31-22?

11 MR. RHODE: Objection to form, lacks
12 foundation.

13 THE WITNESS: I don't see these, but it
14 looks like some kind of bill for an actual truck,
15 yes.

16 BY MR. REDA:

17 Q. Okay. Who would be able to tell me --
18 explain this maintenance statement.

19 **A. Probably Treasa.**

20 Q. All right. The last page, page eight of
21 Exhibit 25, do you see that?

22 **A. Yes.**

23 Q. The last entry is an administrative fee of
24 1,950.26. Do you see that?

1 **A. Yes.**

2 Q. What is that for?

3 MR. RHODE: Objection to form, lacks
4 foundation.

5 THE WITNESS: I don't see -- I don't
6 see these bills, so I don't know for sure, but it
7 looks like the administrative fee that we take out.

8 MR. RHODE: Don't speculate. Do you
9 have personal -- he doesn't -- he's not interested
10 in your guess. Do you have personal knowledge?

11 MR. REDA: Yeah, exactly. Yeah, I
12 don't want a guess.

13 THE WITNESS: No, I don't see these. I
14 don't see these on a -- at any time.

15 BY MR. REDA:

16 Q. Who would know this? Who would know about
17 this -- this maintenance statement, administrative
18 fee and all the different charges?

19 **A. Probably Treasa.**

20 Q. All right. Now, you said earlier that you
21 actually had a discount agreement with Dickinson
22 Fleet Services. Do you remember that?

23 MR. RHODE: Objection to form.

24 THE WITNESS: Yes. That we negotiated

1 discounts, yes.

2 BY MR. REDA:

3 Q. Okay. Now, would those discounts be applied
4 to the actual underlying repair shop's bill?

5 MR. RHODE: Objection to form, lack of
6 foundation.

7 THE WITNESS: I'd have to see how -- I
8 don't know how it -- I don't know the logistics
9 there, how that worked.

10 BY MR. REDA:

11 Q. Well, I'm curious. You said you negotiated
12 a discount agreement with Dickinson. Correct?

13 MR. RHODE: Objection to form.

14 THE WITNESS: Yes.

15 BY MR. REDA:

16 Q. All right. Now, was that discount
17 agreement -- did it apply to services, repair
18 services or preventative maintenance services,
19 supplied by Dickinson or performed by Dickinson?

20 MR. RHODE: Objection to form.

21 THE WITNESS: Performed by Dickinson,
22 yes.

23 BY MR. REDA:

24 Q. All right. Did it also -- did the discounts

1 also apply in the event that Dickinson had a
2 third-party repair shop or preventative maintenance
3 shop do the work?

4 **A. I believe it did to some extent, not as**
5 **great, though.**

6 Q. Okay.

7 **A. I'm not positive. I can't remember for sure.**

8 Q. And then were -- and then was the deal for
9 you to pass along -- or for Dickinson to pass along
10 those discounts to Bush Truck Leasing so Bush Truck
11 Leasing could pass it along to their drivers?

12 MR. RHODE: Objection to form.

13 THE WITNESS: Well, whatever they
14 charged us, the driver would benefit any discount
15 we got.

16 BY MR. REDA:

17 Q. And that was part of that -- it was part of
18 your -- what did you call them, marketing -- you
19 had a special name for it, marketing -- I got it
20 here somewhere.

21 **A. Marketing collateral?**

22 Q. Yeah, exactly. That's part of your
23 marketing collateral to both corporate sponsors,
24 like All Ways Auto, and lessees, right?

1 MR. RHODE: Objection to form.

2 THE WITNESS: It can be.

3 BY MR. REDA:

4 Q. So I guess the discounts to the drivers for
5 work is a big component of your marketing
6 collateral and the way you market Bush Truck
7 Leasing, right?

8 MR. RHODE: Objection to form, asked
9 and answered.

10 BY MR. REDA:

11 Q. You could answer if you know.

12 **A. I don't know.**

13 Q. All right. Let's see if I can find the
14 document I'm looking for. I think it's Exhibit 19.
15 Let's see if I'm right. Nope. 20, 21 -- hang on,
16 sorry.

17 Oh, boy, hold on. Let me pull it up.

18 It's Exhibit 16.

19 MR. RHODE: Have we marked this one
20 yet, Bob?

21 MR. REDA: It should be. Yeah, it's in
22 there.

23 MR. RHODE: Okay.

24 MR. REDA: Plaintiff's Exhibit 16.

1 It appears to be a nine-page document.
2 Let me know when you get it.

3 MR. RHODE: Okay. Hold on a second,
4 please.

5 All right.

6 BY MR. REDA:

7 Q. Do you have it?

8 **A. Yes.**

9 Q. All right. Why don't you take a look at it.
10 It's nine pages. Let me know when you're done
11 reading it.

12 **A. Well, it'll be a while before I get all --**
13 **through all 10 pages here.**

14 Q. Well, if you could -- my question's going to
15 be: Is this a true and accurate copy of the,
16 basically, maintenance select plus agreement Bush
17 Truck Leasing entered into with Dickinson freight
18 services on or about June 3rd, 2019?

19 MR. RHODE: Look, I mean, you handed
20 the witness a long document. He's -- I know you're
21 not trying to interrupt his reading, Bob.

22 MR. REDA: No. No. I'm just telling
23 him what the question's going to be.

24 MR. RHODE: Okay.

1 THE WITNESS: I believe it is.

2 BY MR. REDA:

3 Q. Okay. So would it be correct to say that as
4 of June 3rd, 2019, Dickinson Fleet Services took
5 over the fleet maintenance program for you?

6 MR. RHODE: Objection to form, asked
7 and answered and mischaracterizes prior testimony.

8 THE WITNESS: They became a major
9 vendor for us.

10 MR. REDA: Okay.

11 THE WITNESS: And we supplemented what
12 they were doing with our own other vendors.

13 MR. REDA: Okay.

14 BY MR. REDA:

15 Q. If you look on the second paragraph, the
16 last sentence, it says: DFS will then set up each
17 of the vehicles in customer's fleet on a
18 preventative maintenance service interval that
19 satisfies customer's needs.

20 MR. RHODE: All right. Hold on a sec.
21 Initially you said you were just going to ask him
22 whether it was correct and stopped him from
23 reviewing it, but if you're going to ask
24 substantive questions --

1 MR. REDA: Oh. No, I thought he was --
2 I thought -- yeah.

3 MR. RHODE: Hold on. I'd just advise
4 you, if he's going to ask substantive questions and
5 you feel you need to review the document before
6 answering them, please go ahead and do so.

7 THE WITNESS: So should I -- I'll
8 finish reading the document?

9 MR. REDA: Yeah, sure. Absolutely.

10 MR. RHODE: If he's going to -- if you
11 feel like you need to review the document to answer
12 substantive questions about it, then please do so.

13 THE WITNESS: I'll try to answer the
14 questions without reading it.

15 BY MR. REDA:

16 Q. Well, no, you can read it. We got a little
17 bit of time. It's only 3:30 there, so -- we've got
18 until 5, so...

19 **A. It's going to be an hour of me getting**
20 **through all this.**

21 Q. Well, were you the one who -- were you the
22 Bush -- were you the Bush Truck Leasing
23 representative who negotiated the terms of this
24 Dickinson Fleet Services agreement?

1 **A. I spelled out what was needed. I was one of**
2 **the people involved in that.**

3 Q. Okay. Did you --

4 **A. I didn't --**

5 Q. Did you review this -- I'm sorry.

6 MR. RHODE: Hold on. Sorry. It's
7 okay. You guys were talking over each other. Were
8 you finished?

9 THE WITNESS: Joe Matdey brought it to
10 fruition.

11 BY MR. REDA:

12 Q. Okay. So, you know, I want you to read it
13 because I've got some questions that I want you
14 to -- you know.

15 **A. Okay.**

16 MR. RHODE: Bob, are there going to be
17 more -- well, I don't want to -- I'll try and speak
18 quietly while he's reading.

19 Are there going to be more that we
20 can -- that we need to get started printing now?

21 MR. REDA: Yeah. The one that's
22 Exhibit -- well, I thought you were printing them
23 all. I'm surprised you didn't, but okay. There's
24 another one, Exhibit 17, we're going to cover.

1 MR. RHODE: Yeah, we have that. I'm
2 saying we have through whatever the highest number
3 is. Are you going to be adding more that we could
4 get started printing now?

5 MR. REDA: Probably not, but I'll have
6 more questions.

7 THE WITNESS: I've been through the
8 document.

9 BY MR. REDA:

10 Q. Okay. So since you've been through it, is
11 this a true and accurate copy of the agreement
12 between Dickinson Fleet Services and Bush Truck
13 Leasing as of June 3rd, 2019?

14 A. It appears to be.

15 Q. And you recognize Mr. Malvey's -- Joseph J.
16 Malvey's signature as vice-president/chief
17 financial officer of Bush Truck Leasing?

18 A. Malvey, yeah.

19 Q. Oh, that's an F? M-A-F-E-Y, okay.

20 A. That's a V.

21 Q. But it's M-A-L -- Malvey, I got it.

22 Can you point out in this document where the
23 word "discount" appears?

24 MR. RHODE: Objection to form.

1 THE WITNESS: I didn't see it. I'm not
2 sure where it is.

3 BY MR. REDA:

4 Q. Well, I can tell you I just did a search,
5 and it -- the word "discount" does not appear at
6 anywhere in this maintenance select plus agreement.

7 **A. If you see the hourly charges, they're --**
8 **they're very low for the industry.**

9 Q. And that would be for services provided by
10 Dickinson freight services, correct? I mean
11 Dickinson Fleet Services, correct?

12 **A. Correct, uh-huh.**

13 Q. But not by third-party vendors that
14 Dickinson Fleet Services used to do repairs on the
15 various tractors?

16 MR. RHODE: Objection to form.

17 BY MR. REDA:

18 Q. Is that correct?

19 **A. Correct.**

20 Q. All right. So let's talk about that second
21 paragraph again, the last sentence: DFS will then
22 set up each of the vehicles in customer's fleet on
23 a preventative maintenance service interval that
24 satisfies customer needs. Do you see that?

1 **A. On the second paragraph?**

2 Q. Second paragraph, last sentence.

3 THE WITNESS: What page, the first?

4 MR. RHODE: Yeah. I think he's in the
5 second paragraph at the very top of the document.

6 MR. REDA: First page, second
7 paragraph.

8 THE WITNESS: Parties here are agreed
9 to the following during the term. DFS will collect
10 specific vehicle information on each vehicle in
11 customer's fleet, such as the year, model, engine
12 and transmission date, as well as operation
13 history, mileage, vehicle. Is that what he's
14 talking about?

15 MR. RHODE: Is that what you're talking
16 about, that paragraph?

17 MR. REDA: That's the paragraph, but
18 I'm actually asking about the last sentence in that
19 paragraph.

20 THE WITNESS: Okay. I see it, yep.

21 BY MR. REDA:

22 Q. All right. Where the drivers for All Ways
23 Auto that had Bush Truck Leasing leases part of the
24 customer's fleet as relates to this Dickinson Fleet

1 Services agreement?

2 **A. The ones that were remaining at that time.**

3 Q. Okay.

4 **A. There weren't very many. A lot of the AW**
5 **drivers had defaulted by then and we had disposed of**
6 **the trucks.**

7 Q. Okay. So the ones that were still in Bush's
8 fleet were part of this maintenance select plus
9 agreement, is that right?

10 MR. RHODE: Objection to form.

11 THE WITNESS: Yes.

12 BY MR. REDA:

13 Q. Okay. So did Bush Truck Leasing allow
14 Dickinson freight service to set up each of the
15 lessees on a preventative maintenance service
16 interval that satisfies Bush's needs?

17 MR. RHODE: Objection to form.

18 THE WITNESS: In conjunction with Bush.

19 BY MR. REDA:

20 Q. Okay. But did Dickinson Fleet Services keep
21 their own records of the -- of that preventative
22 maintenance service interval?

23 **A. Yes.**

24 Q. All right. If you go down to "service

1 descriptions."

2 **A. Okay.**

3 Q. The second one says "PM tracking and
4 scheduling." Do you see that?

5 **A. Yep.**

6 Q. Did Bush Truck Leasing allow Dickinson Fleet
7 Services to set up a PM tracking and scheduling
8 related to the Bush lessees that were working with
9 AW?

10 MR. RHODE: Objection to form.

11 THE WITNESS: Yes. Well, I'm not sure
12 what you mean by that. What's your definition of
13 that?

14 BY MR. REDA:

15 Q. Well, it looks like -- it looks like
16 Dickinson Fleet Services has a preventative
17 maintenance service. It says right there: DFS
18 will then set up each of the vehicles in customer's
19 fleet on a preventative maintenance service
20 interval that satisfies customer needs.

21 So since the trucks that were Bush's
22 lessees, who were working with All Ways Auto, would
23 have a right to be set up on DFS's preventative
24 maintenance service intervals, that's what I'm

1 saying.

2 **A. Correct.**

3 Q. So when you go onto "service description,"
4 that PM tracking and scheduling, that would apply
5 to the All Ways Auto/Bush lessees?

6 **A. The ones that were left, yes.**

7 Q. The last item in there, it says "private
8 labeling of maintenance program."

9 Did Dickinson private label their
10 maintenance -- preventative maintenance program in
11 the name of Bush Truck Leasing?

12 MR. RHODE: Objection to form. It
13 calls for a legal conclusion.

14 THE WITNESS: They might have for
15 our -- they might have. I don't know.

16 BY MR. REDA:

17 Q. You understand what private labeling is,
18 right?

19 **A. Yeah. Well, they would use our name, maybe,
20 to answer the phone.**

21 Q. Yeah, that's what I mean. So did they do
22 that?

23 **A. Yeah, they might have used our name to answer
24 their phone for our customers.**

1 Q. Okay.

2 **A. To prevent confusion.**

3 Q. All right. So I want you to go to the next
4 page, which would actually be page -- it looks like
5 page two of Exhibit 16.

6 Are you there?

7 **A. I'm there.**

8 Q. All right. The first full paragraph on that
9 page starts with: DFS will invoice customer for
10 the repair costs, comma, plus a 15 percent markup
11 to cover the costs of handling the road call and
12 the administration of the invoices. Do you see
13 that?

14 **A. Yes, uh-huh.**

15 Q. Okay. And the invoice they're talking about
16 are invoices from third-party repair shops,
17 correct?

18 MR. RHODE: Objection to form.

19 THE WITNESS: I don't know that. It
20 could have been one of their -- their own repair
21 shops.

22 BY MR. REDA:

23 Q. Okay. But it would include third-party
24 repair shops as well, right?

1 **A. It would, yes.**

2 Q. Okay. So how is a 15 percent markup on a
3 repair invoice a discount?

4 MR. RHODE: Objection to form and
5 mischaracterizes the document.

6 THE WITNESS: Well, I don't know if
7 they had a -- they could have had a discount with
8 their carrier or we could have had one with ours,
9 depending who the wrecker service was, the
10 emergency road service was.

11 BY MR. REDA:

12 Q. Well, this sentence is talking about repair
13 costs, not wrecker service.

14 MR. RHODE: Objection to form,
15 mischaracterizes -- I mean, mischaracterizes the
16 document.

17 THE WITNESS: I saw -- it says per
18 emergency calls.

19 BY MR. REDA:

20 Q. I don't see where it says per emergency call
21 in the first sentence.

22 MR. RHODE: Handling of the road call.
23 Objection to form.

24 THE WITNESS: Yeah, you got -- "road

1 call" usually means emergency road service, and
2 then you have, down below that, it says "emergency
3 call."

4 BY MR. REDA:

5 Q. So instead of getting a discount from
6 Dickinson, you agreed that they could do a 15
7 percent markup on the invoices to your lessees?

8 MR. RHODE: Objection to form,
9 misstates and mischaracterizes the document.

10 THE WITNESS: No. What I said is they
11 could be getting a discount from their vendor
12 and -- and the 15 percent markup might be less than
13 that discount.

14 BY MR. REDA:

15 Q. Okay. So you contracted with a third party
16 to do the services you agreed upon to do with your
17 lessees, correct?

18 MR. RHODE: Objection to form. That's
19 not what he testified. Stop mischaracterizing his
20 testimony, Bob. Stop it.

21 BY MR. REDA:

22 Q. Did you or did you not agree with Dickinson
23 to provide the services that you agreed upon to do
24 under the maintenance agreements with your lessees?

1 MR. RHODE: Same objection.

2 THE WITNESS: We agreed to -- to have a
3 maintenance fund for our lessees, not to provide
4 the service.

5 BY MR. REDA:

6 Q. That's your testimony today, that under your
7 maintenance agreement with your lessees, you did
8 not agree to provide the services that were stated
9 in that maintenance agreement with your lessees?

10 MR. RHODE: Bob, stop. Stop.
11 Objection to form. You're mischaracterizing his
12 testimony.

13 He told you this morning that he hired
14 them as a vendor, and he went through each of the
15 services BTL still provided with them. And now you
16 are, I think, hopefully not disingenuously, trying
17 to ask the same question again. It's late in the
18 day. We've been going for about an
19 hour-and-a-half, and you're trying to get a
20 different answer because you didn't like the first
21 complete answer.

22 So objection to form. Please stop
23 mischaracterizing the testimony that you've gotten
24 five or six times already.

1 MR. REDA: Should I object to you doing
2 speaking objections, like you object to me doing
3 them, because you've instructed --

4 MR. RHODE: I'm happy to have --

5 MR. REDA: -- you've instructed the
6 witness on every single answer, so -- and I don't
7 really care, because I'm here just to get the facts
8 out. That's what I'm trying to do.

9 MR. RHODE: Well, then why are you --
10 why are you misstating the testimony to
11 something --

12 MR. REDA: I'm not. I'm not.

13 MR. RHODE: -- he's already testified.

14 MR. REDA: Okay. So I'll rephrase
15 this.

16 MR. RHODE: All right. Let's -- let's
17 do this.

18 MR. REDA: Yes.

19 MR. RHODE: Okay. We've been going an
20 hour-and-a-half. I don't want to take a break
21 during a pending question. Ask a question. Then I
22 think it would be good -- sorry, it's getting late
23 in the day. We've been going --

24 MR. REDA: We'll do a ten-minute break

1 and then we'll run until 5.

2 MR. RHODE: Hold on. I feel like we've
3 asked this question many times. So ask the
4 question, he'll answer the question, and --

5 MR. REDA: No. We'll take a break now,
6 and then we'll come back at -- in 10 minutes and
7 then we'll run until 5 and we'll be done.

8 MR. RHODE: Okay. I mean, I'm happy
9 to --

10 MR. REDA: Unless you want to run
11 straight until 5 right now.

12 MR. RHODE: I can make it another five
13 minutes if --

14 MR. REDA: No. No, let's do it right
15 now. Let's take a break right now and we'll come
16 back.

17 MR. RHODE: Okay.

18 MR. REDA: All right.

19 (Recess taken from 2:54 to 3:11,
20 central time.)

21 BY MR. REDA:

22 Q. Okay. Mr. Bush, are you back?

23 **A. I'm back.**

24 Q. All right. We're back on this Dickinson

1 Fleet Services maintenance select plus agreement.
2 I can ask you the point-blank question, I guess, to
3 make it easier.

4 Did Bush Truck Leasing agree to allow
5 Dickinson -- well, you know what? Let's back up.

6 Why don't we go to this first full paragraph
7 on page two, and I want you just to read the first
8 sentence.

9 **A. DFS will invoice the customer for their**
10 **repair cost plus a 15 percent markup to cover the**
11 **costs of handling the road call and administration**
12 **of the invoices.**

13 Q. All right. So go down to where it says --
14 the next, kind of, third full paragraph, "pick up
15 and delivery." Do you see that?

16 **A. Okay.**

17 Q. At the end -- it's actually the last, I
18 guess, sentence. It starts with the word "towing."
19 Can you read that?

20 **A. Towing has a 15 percent markup fee on**
21 **Dickinson's fleet side.**

22 Q. Go down to "miscellaneous expense," a little
23 bit lower.

24 **A. Yeah.**

1 Q. Read that first sentence.

2 A. DFS will charge three percent on parts cost
3 and mechanical repairs and seven-and-a-half percent
4 on parts and labor and costs on body shop repairs.

5 Q. Keep going.

6 A. Up to a maximum of \$265 per repair for a cost
7 of miscellaneous parts, supplies for each vehicle
8 repair.

9 Q. The next section, it talks about a term of
10 three years. Do you see that?

11 A. Yeah.

12 Q. So that would have been really 2022, so '19,
13 to '20, to '21, '22. Did Bush Truck Leasing renew
14 this agreement with Dickinson in 2022?

15 MR. RHODE: Objection to form,
16 mischaracterizes the document.

17 THE WITNESS: I don't think it was
18 cancelled.

19 BY MR. REDA:

20 Q. Okay. Are you still -- is Bush Truck
21 Leasing still working with Dickinson?

22 A. Yeah, we still use them as a vendor.

23 Q. Okay. Great.

24 A. They've always been used as that.

1 Q. All right. So I want to go to page four of
2 this agreement.

3 **A. Okay.**

4 Q. It starts with the word "rebate" on the top
5 left.

6 **A. Okay.**

7 Q. So let me ask you a question. After Bush
8 Truck Lease received a Dickinson invoice, did Bush
9 Truck Lease still increase that invoice pursuant to
10 the maintenance agreements with the lessees?

11 **A. Don't know for sure.**

12 Q. Okay. But possibly Bush could have
13 increased the invoice from the third party again?

14 MR. RHODE: Objection to form. Don't
15 speculate. Objection to form, lacks foundation.

16 He wants to know your personal
17 knowledge. Do you know?

18 THE WITNESS: I don't know.

19 BY MR. REDA:

20 Q. But that doesn't mean it didn't happen,
21 correct?

22 **A. It doesn't mean it didn't happen.**

23 Q. So under "rebate," the very first line, read
24 that for me.

1 **A. "Three percent corollary rebate issued on**
2 **work completed via DFS technicians."**

3 Q. So does that mean that Bush Truck Lease was
4 paid money by Dickinson Fleet Services under this
5 agreement?

6 **A. It was rebated to us.**

7 Q. And how did you receive that rebate?

8 **A. I don't know. Wire, check.**

9 Q. Okay. If you go four lines down, read that
10 one about the seven percent markup.

11 **A. "Seven percent markup on invoices and**
12 **refunded fourth quarterly."**

13 Q. So was Dickinson Fleet Services paying Bush
14 Truck Leasing under this seven percent markup line
15 as well?

16 **A. Yes. I believe it was as part of the markup**
17 **that's in the maintenance agreement.**

18 Q. Well, this -- the maintenance agreement's
19 not incorporated into this agreement, correct?

20 MR. RHODE: Objection to form, calls
21 for a legal conclusion.

22 THE WITNESS: Any vendor would --

23 MR. RHODE: Go ahead. Go ahead. I'm
24 sorry. I just wanted to get my objection on the

1 record.

2 THE WITNESS: Dickinson just is another
3 vendor of ours who supplies maintenance services,
4 fixes trucks for us, so it would apply.

5 BY MR. REDA:

6 Q. But this is saying that you're getting the
7 money back, Dickinson -- I mean, Bush Truck
8 Leasing, right?

9 **A. Correct.**

10 Q. Now, is this seven percent markup part of
11 Dickinson's 15 percent markup that you're getting
12 back?

13 MR. RHODE: Objection to form.

14 THE WITNESS: I'm not sure.

15 BY MR. REDA:

16 Q. Are you passing any of this money on to Bush
17 Truck Leasing lessees?

18 **A. In the form of the discounted labor rates**
19 **below, yes.**

20 Q. Well, it looks like all these discounted
21 labor rates are actually increased by 15 percent
22 under this agreement when it's billed to you guys.

23 **A. Which would still be very low.**

24 Q. All right. I'm going to show you --

1 MR. RHODE: Is this 28?

2 MR. REDA: No. Let me find out where
3 I'm going to go here.

4 MR. RHODE: 20? I mean, let me try and
5 guess. 20?

6 MR. REDA: I don't know yet. I'm going
7 here. Let me think.

8 MR. RHODE: 22?

9 MR. REDA: I don't know. Wait. Wait,
10 wait, wait. 24? No.

11 28, yes.

12 MR. RHODE: 28, is that what you want?

13 MR. REDA: Yep. We're working on 28 at
14 this point.

15 MR. RHODE: All right. It doesn't have
16 a label, but I think --

17 MR. REDA: Mine does. It probably
18 hasn't caught up to you guys yet.

19 MR. RHODE: Yeah. AW361?

20 MR. REDA: That's it.

21 BY MR. REDA:

22 Q. My question: Do you recognize this -- this
23 email with invoices attached?

24 A. Do I recognize it?

1 Q. Yes.

2 A. I don't think my name's on it. I doubt if I
3 got it.

4 Q. Okay. Would it be typical for Doug Ritchie
5 to send estimates for repairs and the actual
6 invoices to the lessees, the Bush lessees?

7 MR. RHODE: Objection to form, lacks
8 foundation.

9 THE WITNESS: I don't know.

10 BY MR. REDA:

11 Q. Well, how would your employees in the
12 maintenance department communicate invoices to Bush
13 lessees?

14 MR. RHODE: Objection to form, lacks
15 foundation.

16 THE WITNESS: Verbally. I don't -- I
17 don't know.

18 BY MR. REDA:

19 Q. Well, I guess verbally is one way. They
20 could read the invoice to the lessee. I could
21 understand that.

22 A. Yeah, I didn't do the job, so I don't know
23 how they communicated. My guess, if it was me --

24 MR. RHODE: Don't guess.

1 THE WITNESS: Yeah.

2 MR. RHODE: Okay. Don't guess. He
3 wants to know your personal knowledge. He's
4 entitled to know your personal knowledge.

5 THE WITNESS: Yeah, I don't know.

6 BY MR. REDA:

7 Q. Do you know whether or not Bush Truck Lease
8 maintenance employees conveyed repair invoices to
9 Bush lessees via email?

10 MR. RHODE: Objection.

11 THE WITNESS: I do not know.

12 BY MR. REDA:

13 Q. Do you know whether or not -- same question,
14 but do you know whether or not Bush conveyed
15 invoices related to their lessees' tractors through
16 the US mail?

17 MR. RHODE: Objection to form, lacks
18 foundation.

19 THE WITNESS: No.

20 BY MR. REDA:

21 Q. Who would know that?

22 **A. I don't know.**

23 Q. Would it be the maintenance department?

24 **A. That there or the -- that's who we're talking**

1 **about, so I assume.**

2 Q. Okay. I want to direct your attention to
3 Exhibits 21 and 22.

4 **A. And this particular one, just we did allow**
5 **the contractor to pay direct, just pay the vendor**
6 **himself, because he didn't have money in his**
7 **maintenance fund.**

8 Q. Okay. Which -- which one are we talking
9 about?

10 **A. The one you just showed me, 28.**

11 Q. 28, hold on.

12 Oh, so you know about this one, 28?

13 **A. No. If you read -- if you read the whole**
14 **thing, it says you can pay the vendor directly and**
15 **we could reimburse you when the funds are available.**

16 Q. Oh, so Doug Ritchie gave the truck driver
17 the ability to either pay it direct or fund the
18 maintenance account and pay it through the
19 maintenance account?

20 **A. No. He didn't have the money in the**
21 **maintenance account, it doesn't look like. It looks**
22 **like he just gave him the ability to pay the vendor**
23 **direct.**

24 Q. Well, I thought you said you didn't know

1 anything about this email.

2 **A. I know what you just showed me. It's the**
3 **first time I've ever seen it.**

4 Q. Okay.

5 **A. I know as much as you do about it, but it**
6 **says it right here.**

7 Q. So are you looking at the two options of
8 this Exhibit 28?

9 **A. Yes.**

10 Q. So he gave an option. You could pay the
11 vendor directly or we can reimburse you the
12 available funds from your maintenance account.
13 That's one option. And the next option is we can
14 pay the vendor, which you have available through
15 Dickinson, and you can pay the remaining to the
16 vendor.

17 Those are the two options, correct?

18 **A. That's what it appears.**

19 Q. Okay. It says -- but the second option is
20 we can pay the vendor what you have available
21 through Dickinson.

22 Does that mean you're paying from the
23 maintenance account to Dickinson?

24 **A. It appears that way, yes.**

1 Q. Was that a typical way of doing it while
2 Dickinson was contracted with Bush Truck Leasing?

3 MR. RHODE: Objection.

4 THE WITNESS: If they were involved in
5 a repair, that might have been. I don't know.
6 It's hard for me to speculate. I don't know.

7 BY MR. REDA:

8 Q. Okay. So I'd have to talk to Doug Ritchie
9 on this particular one, and/or Treasa Jones, and/or
10 Larry Vanover?

11 **A. Somebody in the maintenance department, yes.**

12 Q. Okay. All right. So going back to 21 --
13 21, 22. Yeah, 21 and 22 go together.

14 MR. RHODE: Is this the Dickinson
15 statement of work?

16 MR. REDA: 21 and 22, 21 is a Love's
17 Tire Care invoice, and then 22 is the Dickinson
18 invoice to Bush Truck.

19 MR. RHODE: All right. We're just
20 going out of order here. Are we doing 20?

21 MR. REDA: We're doing 21 and 22 right
22 now.

23 MR. RHODE: Okay. Are we coming back
24 to 20? Can I...

1 MR. REDA: I don't know. Leave it in
2 front of him. That's a good idea. Leave it front
3 of him. We might use it. I don't know yet.

4 MR. RHODE: Okay. We're jumping all
5 around, so I just --

6 MR. REDA: Yeah, that's okay. I'm
7 going to do that. I don't have to go in order.

8 MR. RHODE: I know you don't, but I'm
9 acting as your, basically, assistant here handing
10 out the documents, so...

11 MR. REDA: You should have just put a
12 whole stack in front of him. All right. I'm not
13 arguing with you. I'm not -- you're making it
14 harder than it is.

15 BY MR. REDA:

16 Q. All right. So let's go to 21 and just get a
17 heads up on this.

18 MR. RHODE: Okay. I, just for the
19 record, disagree, and strongly disagree, with the
20 statement that we are in some way making it harder,
21 but 21 you said?

22 MR. REDA: Yes.

23 MR. RHODE: This is AW161314.

24 MR. REDA: Yep.

1 THE WITNESS: Okay.

2 BY MR. REDA:

3 Q. Do you see this?

4 So this purports to be a Love's Tire Care
5 invoice to Dickinson Fleet Services for a work
6 order dated 9-13-19. Do you see that?

7 MR. RHODE: Objection to form. Are
8 you -- are you testifying? Are you asking the
9 witness what this is? Objection to form.

10 MR. REDA: Okay.

11 BY MR. REDA:

12 Q. But you actually see this, right? It's
13 an -- it's an invoice to Dickinson Fleet Services.
14 Am I correct?

15 **A. I see it obviously.**

16 Q. Okay. All right.

17 **A. Jacob put it in front of me.**

18 Q. And you see that this Love's Tire Care
19 invoice to Dickinson Fleet Services on the bottom
20 right has a work order total of \$724.95?

21 **A. Yes.**

22 Q. Now, if you go to the next exhibit, which is
23 22, now, this is Dickinson Fleet Service's invoice
24 to you -- I'm sorry, to Bush Truck Leasing. Same

1 date, but now the invoice is 884.45. Do you see
2 that?

3 MR. RHODE: Objection to form.

4 Are you asking the witness a question
5 or are you --

6 MR. REDA: No, I'm seeing if he sees
7 it. If he sees it.

8 MR. RHODE: Do you see the document --
9 go ahead, ask your question.

10 MR. REDA: Yeah, I already did.

11 BY MR. REDA:

12 Q. Do you see the next invoice, which is from
13 Dickinson Fleet Services to Bush Truck, which is an
14 invoice from Bush -- to Bush Truck, which is your
15 company, but the amount on it is 884.45, which is
16 more than Love's invoice for the work.

17 MR. RHODE: Well, objection to form,
18 lacks foundation. You haven't even asked him if
19 he's seen this, and now you just testified all
20 about what you think this document is. So
21 objection to form.

22 BY MR. REDA:

23 Q. So assuming both these exhibits are
24 accurate, does that increase from Love's to

1 Dickinson and Dickinson to Bush, does Dickinson's
2 inflation of the Love's invoice comply with that 15
3 percent markup under your agreement with Dickinson
4 Fleet Services?

5 MR. RHODE: Objection to form, lacks
6 foundation, calls for a legal conclusion.

7 MR. REDA: I'll rephrase it.

8 BY MR. REDA:

9 Q. So who at -- who at Bush Truck Leasing is
10 going to be able to testify to Exhibit 22?

11 **A. Probably Treasa or somebody in the**
12 **maintenance department.**

13 **Are you sure -- I don't know the answer, but**
14 **the VIN numbers look different to me, like they're**
15 **different vehicles.**

16 Q. And that happens from time to time, right,
17 people get the wrong VIN numbers?

18 MR. RHODE: Objection to form. I mean,
19 you just represented it with the same exact
20 invoice.

21 THE WITNESS: I would assume it's you,
22 but -- you pulled two different repair orders, but
23 I'm not sure.

24 It looks like it's two different trucks

1 to me, but I could be wrong. It's got two
2 different VIN numbers. There's a VIN number -- one
3 VIN number on the one work order and another VIN
4 number on the other work order.

5 MR. RHODE: Well, just for the record,
6 can you just state where -- the VIN numbers you're
7 referring to on each exhibit?

8 THE WITNESS: Under -- in the box -- on
9 the Exhibit 22, under 2015, it says 9662 at the end
10 of the VIN number, and then over here, it has the
11 VIN number 25987.

12 BY MR. REDA:

13 Q. Did you notice something else that was kind
14 of interesting? Did you notice that the mileage is
15 exactly the same on both invoices?

16 A. I've got to find it first.

17 Oh, I see. Let me find it on the other one.

18 Yeah, 68277.

19 Q. There's other similarities, too, but I'm not
20 going to get into it with you right now.

21 A. Yeah, I was just looking at the VIN
22 numbers --

23 Q. No, I get it.

24 A. -- so I don't know.

1 Q. So let's look at Exhibits 23 and 24.

2 MR. RHODE: Okay. Are we done with 21
3 and 22?

4 MR. REDA: Yes.

5 BY MR. REDA:

6 Q. So if you get those -- tell me when you've
7 got both those in front of you.

8 MR. RHODE: 23?

9 MR. REDA: 23 and 24.

10 MR. RHODE: Promise me, Bob, you're
11 going to get us all the exhibits before Friday.
12 I'll print them out in a nice, neat stack. They'll
13 all be in order and then the witness can just find
14 them in order in the stack. That would be
15 fantastic.

16 MR. REDA: I doubt I'll have them in
17 order perfectly like that. There's too much to go
18 through, but I will do the best I can for you.

19 MR. RHODE: Yeah. Well, we are, too,
20 so please don't make accusations about us making
21 things more difficult when we're bending over
22 backwards to accommodate this remote procedure.

23 He's got 23 and 24 in front of him.

24 MR. REDA: Okay. Before I hit that,

1 let's see if I've got this right.

2 Yeah, I do. All right.

3 BY MR. REDA:

4 Q. At the end of 2016, when you entered into
5 the program agreement with All Ways Auto, how many
6 Bush Truck leases were enrolled in the Bush Truck
7 maintenance program?

8 **A. I'm not sure. Couldn't tell you.**

9 Q. Who would know that?

10 **A. Well, somebody would have to look it up. I**
11 **don't think anybody would remember that, 2016, the**
12 **number of leases, off the top of their head.**

13 Q. Who could find that out, then, Vanover,
14 Jones?

15 **A. Probably Andy Vidourek.**

16 Q. How about 2017, how many Bush Truck leases
17 were enrolled in the route ready maintenance
18 program?

19 **A. It's going to be the same person for all**
20 **that.**

21 Q. 2018, 2019, 2020, 2021, all the same, Andy
22 Vidourek?

23 **A. Right.**

24 Q. All right. This is another invoice that

1 went from a vendor to Dickinson, if you look at
2 Exhibit 23. It purports to be dated April 8th,
3 2020, and if you look at the second page, the total
4 charge is 359.99. Do you see that?

5 MR. RHODE: Objection to the form, to
6 the extent you're testifying about this document.
7 I don't know if he's seen it. I see it. It looks
8 like it was produced by Love's. I'm not even sure
9 we've gotten a copy, "we" being counsel have a copy
10 of this, so anyways, complete lack of foundation.

11 Answer -- if he's asking you if you see
12 a number on a document, I think that's the
13 question, you can go ahead and answer.

14 THE WITNESS: I do see the number.

15 BY MR. REDA:

16 Q. All right. And then if you go to Exhibit
17 24, you have to go all the way down to page 39 in
18 Exhibit 24.

19 **A. So go to page 39?**

20 Q. Yep, of Exhibit 24.

21 **A. Are they numbered?**

22 MR. RHODE: What's the Bates number on
23 the bottom?

24 MR. REDA: Bottom left is DFS2877.

1 MR. RHODE: Same objection. I won't
2 repeat it, but exact same objections, too, to the
3 24 as Exhibit 23 and Exhibit 21 and 22.

4 BY MR. REDA:

5 Q. Are you on page 39?

6 **A. This is only printed on one side, this one,**
7 **right?**

8 MR. RHODE: Yeah. Yes.

9 THE WITNESS: Yeah. Okay. Yeah.

10 BY MR. REDA:

11 Q. The bottom left corner says DFS2877.

12 **A. Yeah, I have it.**

13 Q. Okay. So this is a Dickinson Fleet Services
14 invoice to Bush Truck, same time frame, same
15 vehicle, but now it's 439.19 at the bottom right.

16 MR. RHODE: Objection to form, complete
17 lack of foundation. You're testifying what you
18 think this document is. Objection to form.

19 THE WITNESS: I'm not accustomed to
20 these documents, so I don't know what exactly they
21 are.

22 BY MR. REDA:

23 Q. Then who's going to be able to talk about
24 this Dickinson Fleet Services invoice to Bush Truck

1 Leasing?

2 MR. RHODE: Well, just for the record,
3 these were produced by a third party in this case,
4 and, frankly, I'm not even sure we received copies
5 of them before today, but setting that aside,
6 objection to the extent you're asking this witness
7 about documents that were provided by a third
8 party.

9 BY MR. REDA:

10 Q. Well, this invoice was provided to Bush
11 Truck Leasing. That's what I'm saying.

12 So who in Bush Truck Leasing is going to be
13 able to discuss this invoice with me on behalf of
14 the defendant?

15 MR. RHODE: Objection to form.

16 Again, Bob, I -- I can appreciate you
17 suspect this might have been provided. I don't --
18 I don't know that. I'm not a fact witness. You
19 could ask the witness if he knows. I don't know.

20 MR. REDA: Well, that's what I'm
21 asking. Oh, my question -- I'm sorry. Jacob, my
22 question wasn't to you. It was to Mr. Bush.

23 MR. RHODE: Yeah, yeah, I know. I'm
24 saying, Bob, I don't even know that we've gotten

1 these before today. So you're basically -- you're
2 stating something about a document that I'm not
3 sure this witness knows and I don't even know, so
4 objection to form.

5 MR. REDA: Okay.

6 MR. RHODE: You can not correct it,
7 now's your chance to correct it and address the
8 objection, or not. It's fine.

9 MR. REDA: Yeah, I'm just trying to get
10 the basics here.

11 MR. RHODE: Okay.

12 BY MR. REDA:

13 Q. So this invoice purports to be April 9th,
14 2020. So who at Bush Truck Leasing was there at
15 April 9th, 2020, that was handling the Dickinson
16 Fleet Services invoices to Bush Truck Leasing?

17 **A. Somebody in the maintenance department.**

18 Q. Anybody in particular?

19 **A. I'm not sure.**

20 Q. Okay.

21 MR. REDA: All right. I'm going to
22 call my client real quick, and I'll be back in just
23 a few minutes.

24 MR. RHODE: Okay. Do you want to call

1 it -- are we close to wrapping up, Bob?

2 MR. REDA: Yeah.

3 MR. RHODE: Okay.

4 MR. REDA: Yeah. I want to be out of
5 here by 5, if we can. All right.

6 MR. RHODE: Let's take a -- let's call
7 it, I don't know, five minutes?

8 MR. REDA: Yeah.

9 MR. RHODE: 4:45?

10 MR. REDA: Okay. That's fine.

11 MR. RHODE: Okay. Thanks.

12 (Recess taken from 3:37 to 3:48,
13 central time.)

14 BY MR. REDA:

15 Q. You said a few times during your testimony
16 that Bush Truck Lease was passing along discounts
17 to the customers -- or to your lessees. Correct?

18 MR. RHODE: Objection, form.

19 THE WITNESS: I don't remember saying
20 that.

21 BY MR. REDA:

22 Q. Well, did Bush Truck Lease pass along any
23 discounts to its lessees under the maintenance
24 program?

1 **A. Yes. When we negotiated rates or vendor**
2 **invoices, those got passed over to the customer.**

3 Q. Okay. How would the -- what kind of
4 documentary evidence do you have that would show
5 that any discounts that Bush Truck received were
6 passed along to the lessees under the maintenance
7 program agreements?

8 MR. RHODE: Objection to form, vague.

9 Are you asking him personally what --
10 objection to form.

11 BY MR. REDA:

12 Q. Did you understand my question?

13 **A. I do, but I don't know what -- I don't know**
14 **what we have.**

15 Q. Okay. Who would know that?

16 **A. Larry probably.**

17 Q. Okay. All right. I want to show you what's
18 been marked as Plaintiff's Exhibit 17.

19 MR. RHODE: Have we used this one yet?

20 MR. REDA: No.

21 THE WITNESS: Okay.

22 BY MR. REDA:

23 Q. Have you ever seen this master discount
24 agreement between Love's and Dickinson Fleet

1 Services?

2 **A. No.**

3 Q. Were you aware that Love's prohibited
4 Dickinson Fleet Services from passing along
5 discounts to their affiliates or any third parties?

6 MR. RHODE: Objection to form. He said
7 he's never seen this before, and to the extent
8 you're asking for a legal conclusion about a
9 document he's never seen or characterizing the
10 document, I object.

11 BY MR. REDA:

12 Q. Did you understand my question?

13 **A. I wasn't aware of it and I don't know how**
14 **it's applied.**

15 Q. Okay.

16 MR. REDA: I have no further questions.
17 Mr. Bush, thank you for coming in today.

18 THE WITNESS: You're welcome.

19 MR. RHODE: Okay. I have maybe five --
20 just a couple quick follow-ups. And for the
21 record, my name is Jacob Rhode and I am one of the
22 attorneys for Bush Truck Leasing in this case.

23 /////

24 /////

EXAMINATION

BY MR. RHODE:

Q. I'm handing you first in this stack of exhibits what was previously marked as Plaintiff's Exhibit 11, and attached to Plaintiff's Exhibit 11 is the program agreement between Bush Truck Leasing and All Ways Auto. Do you see that?

A. Yes.

Q. Okay. Is this the written agreement between Bush Truck Leasing and All Ways Auto?

A. Yes, uh-huh.

Q. Was this the only agreement between Bush Truck Leasing and All Ways Auto?

A. Yes.

Q. And I take it this agreement that's attached to Plaintiff's Exhibit 11, do you understand that this sets forth the terms and conditions of the parties' agreement?

A. Correct, yes.

Q. All right. Was this program agreement ever modified or amended?

A. No.

Q. All right. There were questions earlier in the deposition about a maintenance program and

1 references generally to a program.

2 Do you recall those general questions and
3 references to the maintenance program and program
4 generally?

5 **A. Yes.**

6 Q. Is that maintenance program -- program, as
7 it was referenced to earlier -- separate from this
8 program agreement?

9 **A. Yes.**

10 Q. Okay. Was that maintenance program subject
11 to a different contract between BTL and drivers?

12 **A. The maintenance contract?**

13 Q. Yes. Was the maintenance contract --

14 **A. The maintenance contract was between BTL and**
15 **the drivers.**

16 Q. Okay. Was AW a party to the contract
17 between BTL and drivers regarding the BTL
18 maintenance program?

19 **A. No.**

20 Q. I'm going to hand you what was marked as
21 Plaintiff's Exhibit 11 -- Plaintiff's Exhibit 1.

22 Do you recognize this as an example of the
23 service and maintenance program agreement entered
24 into with one of the AW drivers?

1 **A. I recognize the agreement, yes.**

2 Q. Okay. I thought earlier in your testimony
3 you referenced something about the maintenance
4 program being optional.

5 Did you reference something about that?

6 **A. Yes.**

7 Q. Okay. What did you mean by that?

8 **A. The contractors have an opportunity to source**
9 **another maintenance program and get it approved**
10 **versus using ours.**

11 Q. Okay. So do I understand that every driver
12 for AW could have used either the Bush maintenance
13 program or another authorized program?

14 **A. Correct.**

15 Q. And that was a voluntary choice of each
16 driver?

17 **A. Correct.**

18 Q. All right. There was some reference earlier
19 to discussions about preventative maintenance.

20 Do you recall a whole bunch of questions
21 about that?

22 **A. Yes.**

23 Q. Okay. Under the maintenance program and
24 this program agreement, whose responsibility was it

1 to ensure that preventative maintenance was timely
2 completed?

3 **A. The contractors.**

4 Q. Is there anything in the service and
5 maintenance agreement that states that?

6 **A. Yes. Towards the bottom of the agreement, it**
7 **says so. It says the contractor agrees to properly**
8 **maintain and perform the preventive maintenance on**
9 **this vehicle according to the manufacturer's**
10 **recommendations and maintenance schedules.**

11 Q. Okay. Did drivers -- in addition to the
12 maintenance program agreement they entered into, if
13 they entered into one with Bush Truck Leasing, did
14 AW drivers also enter into lease agreements?

15 **A. Yes.**

16 Q. Okay. Do those lease agreements say
17 anything about whose responsibility it is to ensure
18 that preventative maintenance is timely completed?

19 **A. It does say that the lessee has to properly**
20 **maintain the truck.**

21 Q. Okay. The lessee being the driver?

22 **A. Being the driver, uh-huh.**

23 Q. Okay. Did you ever tell Jordan prior to
24 entering into the program agreement that in fact

1 BTL and not the contractor would be responsible for
2 ensuring that preventative maintenance is timely
3 completed?

4 **A. I did not.**

5 Q. Okay. Sticking with this program agreement,
6 let's go to page two.

7 Do you see under there there's a section
8 that says "maintenance charge"?

9 **A. Yes.**

10 Q. And there's a reference there to an eight
11 percent administrative fee in bold. Do you see
12 that?

13 **A. Yes.**

14 Q. And then a sentence that begins "funds will
15 be maintained." Do you see that?

16 **A. Yes.**

17 Q. And then the next sentence reads: Charges
18 from third-party vendors for performing services,
19 maintenance and repair for the contractor's
20 vehicle, plus customary charges from BTL for
21 processing transactions and access to the BTL
22 provider network will be deducted from the account.

23 Did I read that correctly?

24 **A. Yes.**

1 Q. Were those charges in addition to the eight
2 percent administrative fee?

3 **A. Yes.**

4 Q. By the way, there's also in this maintenance
5 charge a reference to miles. Do you see that?
6 65,000 miles.

7 It's maybe one, two, three -- four lines
8 from the bottom.

9 **A. Oh, yeah, I see it now, uh-huh.**

10 Q. Okay. Who provided BTL with that estimate
11 of the number of drivers for each AW driver?

12 **A. AW.**

13 Q. Okay. And was the amount of each
14 maintenance deduction based on that representation
15 from AW as to the number of miles the drivers would
16 drive?

17 **A. Correct.**

18 Q. Okay. What would happen if a driver vastly
19 or exceeded those number of miles?

20 **A. He wouldn't have enough money in the**
21 **maintenance account.**

22 Q. So it was important that those
23 representations for AW were accurate?

24 **A. Correct.**

1 Q. All right. I don't have any further
2 questions on that. A couple more questions on the
3 program agreement. This is Plaintiff's Exhibit 11.

4 All right. I want to look at section four.
5 This is page two of four of the program agreement,
6 Bates labeled page AW315.

7 Do you see that, section four, "default by
8 independent contractor"?

9 **A. Yes.**

10 Q. Okay. It reads: In the event of a payment
11 or other default by an independent contractor under
12 a financing agreement with BTL, an event of
13 default. Do you see that?

14 **A. Yes.**

15 Q. Under the financing agreement, the lease
16 agreement, was an event of default -- could it be
17 something other than a driver being absent from the
18 truck?

19 **A. It could be several things, but, yes, uh-huh.**

20 Q. Okay. What types of things?

21 **A. It could be abuse to the truck; having it**
22 **impounded; not making payment, of course; actually**
23 **changing jobs. Those are some.**

24 Q. Okay. I take it the terms of the events of

1 default are spelled out in the lease agreement?

2 **A. Correct, uh-huh.**

3 MR. RHODE: That's all the questions I
4 have.

5 RE-EXAMINATION

6 BY MR. REDA:

7 Q. So is Exhibit 1 a true and accurate copy of
8 a typical maintenance agreement between the drivers
9 and Bush Truck Leasing?

10 **A. I believe it is.**

11 Q. All right. So when counsel just talked
12 about the maintenance area, maintenance charges,
13 the first one he referenced was an eight percent
14 administrative -- administration fee paid to BTL.
15 Do you see that?

16 **A. Yes.**

17 MR. RHODE: Are you on page -- I'm
18 sorry. Just for the record, we're on page 29852,
19 Bob?

20 MR. REDA: Yes. Yes.

21 MR. RHODE: Okay.

22 BY MR. REDA:

23 Q. You see that's bolded, right, the eight
24 percent charge?

1 **A. Yes.**

2 Q. Highlighted, correct?

3 **A. Yes.**

4 Q. What's the administrative fee for?

5 **A. Managing the account.**

6 Q. And what is -- what does the management of
7 the account include?

8 **A. Billing, collecting, doing deductions,**
9 **looking -- reviewing estimates.**

10 Q. Yeah, exactly. Estimates for repairs,
11 right?

12 **A. Or maintenance.**

13 Q. Okay. And processing those payments for
14 those repairs and maintenance?

15 **A. Correct.**

16 Q. Right. So then what is the customary
17 charges from BTL for processing transactions?
18 What's that for?

19 **A. Reviewing invoices.**

20 Q. Isn't that --

21 **A. Dealing with the actual vendors.**

22 Q. Such as paying invoices to the vendors?

23 **A. Yeah.**

24 Q. But didn't you say that's part of the

1 administration fee?

2 **A. Well, actually getting the truck worked on;**
3 **making sure they're looking at the right things;**
4 **making sure the -- they're doing the right**
5 **inspections and so forth.**

6 Q. So what's the -- what is the customary
7 charges by percentage?

8 **A. I'm not sure.**

9 Q. So who comes up with the customary charges
10 for each one of these repairs?

11 **A. There is a charge. I just don't know what it**
12 **is right now.**

13 Q. And it's over and above the eight percent?

14 **A. It's a different charge.**

15 Q. And who would know that?

16 **A. Treasa might know that.**

17 Q. Okay.

18 **A. Or Andy Vidourek might know that. One of the**
19 **two, I would say.**

20 Q. Now, you're saying that the maintenance --
21 if you go back to Exhibit 11, the program
22 agreement, you're saying that the maintenance
23 agreement is separate and distinct from the program
24 agreement, is that right?

1 **A. Correct.**

2 Q. Then why does the program agreement mention
3 the maintenance agreement?

4 **A. It just spells out the truck needs to be**
5 **maintained, that the truck has to be taken care of.**

6 Q. Well, let me ask you a question on that
7 issue. You said -- you know, counsel said that
8 there's an option for either the lessees to go with
9 Bush Truck Leasing's maintenance program or go with
10 their own maintenance program, is that right?

11 **A. Correct.**

12 Q. All right. Isn't it true that every single
13 lease that was issued by Bush Truck Leasing to a
14 driver for All Ways Auto entered into a maintenance
15 program agreement with Bush Truck Leasing?

16 **A. I believe so.**

17 Q. In fact, that's the policy of Bush Truck
18 Leasing, is to prepare the lease agreement and the
19 maintenance program agreement, at a minimum, for
20 every lessee of a truck, a Bush Truck lease?

21 MR. RHODE: Objection to form.

22 THE WITNESS: We would furnish it,
23 unless notified and approved a different plan.

24 /////

1 BY MR. REDA:

2 Q. Did any of the Bush -- did any of the All
3 Ways Auto drivers ever request an alternate plan
4 from the Bush Truck Leasing maintenance program?

5 **A. No, not before or after or during.**

6 MR. REDA: That's all I got. Thank
7 you, Mr. Bush.

8 MR. RHODE: Okay. Thanks. We'll read
9 and sign, and e-tran is perfectly fine. Thank you.

10 THE REPORTER: And you want it
11 transcribed?

12 MR. REDA: Yes.

13 (Deposition concluded at 4:04.)
14
15
16
17
18
19
20
21
22
23
24

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

BUSH TRUCK LEASING, INC.
vs.
ALL WAYS AUTO TRANSPORT, LLC

1:20-cv-511

I hereby certify that I have read the
foregoing transcript of my deposition, given on
September 13, 2023, consisting of pages through ,
inclusive, and I do again subscribe and make oath that
the same is a true, correct and complete transcript of
my deposition so given as aforesaid, as it now appears.

Please check one:

I have no corrections

Number of errata sheets
enclosed

(signed)

MICHAEL BUSH

SUBSCRIBED AND SWORN TO
before me this day
of , A.D., 2023.

NOTARY PUBLIC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

CERTIFICATE
OF
CERTIFIED SHORTHAND REPORTER

I, KARYN H. CHALEM, a Certified Shorthand
Reporter of the State of Illinois, CSR License No.
084-004167, do hereby certify:

That previous to the commencement of the
examination of the aforesaid witness, the witness was
remotely duly sworn by Denise Munguia, Notary Public in
the state of Ohio, to testify the whole truth concerning
the matters herein;


That the foregoing deposition transcript was
stenographically reported by me and was thereafter
reduced to typewriting under my personal direction and
constitutes a true and accurate record of the testimony
given and the proceedings had at the aforesaid
deposition;

That the said deposition was taken before me
at the time and place specified;

That I am not a relative or employee or
attorney or counsel for any of the parties herein, nor a
relative or employee of such attorney or counsel for any
of the parties hereto, nor am I interested directly or

1 indirectly in the outcome of this action.

2 IN WITNESS WHEREOF, I do hereunto set my
3 hand at Chicago, Illinois, this 26th day of September,
4 2023.

5
6
7
8 
9 KARYN CHALEM, CSR, RPR
10 CSR No: 084-004167
11
12
13
14
15
16
17
18
19
20
21
22
23
24

CERTIFICATE

The State of Ohio,)

SS:

County of Cuyahoga.)

I, Denise M. Munguia, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, MICHAEL BUSH, personally appeared before me and was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at North Olmsted, Ohio, on this 13th day of September, 2023.



Denise M. Munguia, Notary Public

Within and for the State of Ohio

My commission expires May 23, 2025.

A	accountant	acting 227:9	52:12	248:1,8 250:22
A-L-F-O-L-D-Y	15:23	action 255:1	agree 37:16,18	250:23,24
18:8	accountants	active 143:3	212:22 213:8	251:2,3,15,18
A.D 253:21	10:18 11:2	160:4,15,16,22	216:4	251:19
a.m 1:11 69:7	13:19 14:1,2,3	161:1	agreed 73:13	agreement's
72:7	14:6,16 15:1,6	actual 165:15	206:8 212:6,16	219:18
A/C 185:7	15:11,19	195:14 197:4	212:23 213:2	agreements 26:1
abandon 140:14	accounting	222:5 249:21	agreed-upon	27:13 118:4
140:14	14:17,20 15:20	addendum 56:8	164:8,15,17	212:24 218:10
abandoned	16:1,3,5,9,12	adding 204:3	agreement 1:15	239:7 244:14
120:20,22	46:8,14 47:3	addition 30:17	13:6 37:22	244:16
abide 85:22	166:18 189:9	244:11 246:1	43:13 56:8	agrees 133:19
ability 189:6	190:21	additional	57:2,15,19	244:7
224:17,22	accountings	149:13 164:7	67:21,23 73:19	Ah 15:22 21:1
able 19:14 29:14	15:1	address 128:20	74:16,24 75:13	ah-hah 5:15
30:12 59:13,14	accounts 14:12	173:14,19	78:15,17 85:23	ahead 32:21
63:14 132:19	14:13,14 78:8	237:7	89:13,23 90:16	35:4,16 40:1
142:16 170:24	accurate 55:22	addresses	90:21 91:14	57:8 66:16
172:15 182:8	60:2 69:21	174:13	92:20 96:17	74:14 81:6
189:19 195:17	72:7,23 73:6	admin 10:22	98:2,5 116:22	84:8 93:12
230:10 235:23	83:8 84:16	17:9,9	126:16,17	98:23 107:3,22
236:13	111:19 112:3	administration	132:1,6,10	119:8 122:2
above-entitled	124:24 132:5	11:2 210:12	133:7 137:8	128:20 168:22
1:10	149:15 150:14	216:11 248:14	141:9,10 143:8	184:2 202:6
absent 72:3	151:9 176:6	250:1	148:3,9 166:3	219:23,23
247:17	178:2 179:6	administrative	166:4,5,8	229:9 234:13
absolute 134:18	182:20 183:6,9	195:23 196:7	169:14 170:3,9	ahold 127:20
absolutely 43:6	195:8 200:15	196:17 245:11	170:15,20,21	air 186:5
109:23 202:9	204:11 229:24	246:2 248:14	175:14 188:1	Alfoldy 18:6
abuse 247:21	246:23 248:7	249:4	196:21 197:12	alignments 78:1
AC 185:7	254:14	administrators	197:17 200:16	allocated 42:8
accept 8:1	accusations	10:23	202:24 204:11	42:20 43:8
acceptable	232:20	advance 180:14	205:6 207:1,9	allow 207:13
134:19	accustomed	advanced 24:7	213:7,9 216:1	208:6 216:4
access 118:14	235:19	advantage 26:10	217:14 218:2	224:4
245:21	acquire 18:17	87:5,17	219:5,17,19	allowed 170:10
accommodate	60:19,22 82:4	advise 202:3	220:22 230:3	175:10 176:11
232:22	82:6	affiliates 240:5	233:5 239:24	187:23,24
account 63:16	acquired 80:15	affixed 98:16	241:6,9,12,15	allowing 78:12
78:12,22 143:2	80:18 81:10	affordable 73:24	241:18,20	allows 60:21
168:11 224:18	103:17	74:2 75:6	242:8,23 243:1	alphanumeric
224:19,21	acquiring 18:20	175:3	243:24 244:5,6	148:20
225:12,23	20:3 21:3,7	aforesaid 253:13	244:12,24	alternate 252:3
245:22 246:21	81:22	254:7,15	245:5 247:3,5	alternative
249:5,7	acquisition 61:4	ago 6:16 9:24	247:12,15,16	169:11 172:18

amended 241:21	199:9 201:7	248:12	158:24	auctions 82:6
AmeriQuest	answering 5:18	arguing 227:13	assist 34:4 35:18	authorization
157:17,19	67:4 169:3	argumentative	36:6,8 66:12	168:7
158:10,11,13	178:23 202:6	104:2	128:1	authorizations
amount 79:11	answers 144:6	aside 113:8	assistant 155:16	167:24
79:13 88:18	anxious 90:11	167:23 168:2	227:9	authorize
112:16 164:17	anybody 11:6,17	236:5	assists 128:1	167:17 168:3,4
165:23,24	30:6,20 31:14	asked 26:20 66:7	assume 5:8 56:1	169:13 170:16
166:11 182:14	39:13 50:12	73:9 74:18	138:11 149:17	authorized
183:11 187:3	110:7 120:21	81:1 90:10	171:4,14,23	169:20 243:13
188:13 229:15	142:24 233:11	92:16 93:11	173:4 178:6	Auto 1:6 4:21
246:13	237:18	100:22 102:7	179:8 224:1	9:18 11:12
and/or 30:3	anybody's	104:3 107:21	230:21	12:12 32:3,12
33:15,18 36:1	189:13	114:21 120:6	assumed 42:1	32:17 33:1
48:5 78:21	anyway 12:22	141:15 163:19	assumes 176:16	36:12,15 37:1
107:18 163:19	anyways 234:10	163:20 169:5	assuming 45:1	37:10,21 38:1
226:9,9	apologize 31:9	173:23 174:5	147:9 229:23	58:4 67:24
Andy 18:10	apparently	186:14 199:8	assumption	89:23 90:21
46:17 47:2	92:14	201:6 215:3	147:7	91:15 98:2,11
194:21 233:15	appear 69:21	229:18	attach 70:13	114:2 116:22
233:21 250:18	124:13 132:5	asking 8:24 13:3	71:3	120:2 126:14
annual 45:7	178:2 205:5	14:24 34:5,9	attached 67:20	126:15 132:12
annuities 23:12	appears 50:8	52:4,10 71:21	69:11 70:18,22	132:24 133:4,8
answer 6:20 8:2	69:24 132:9	74:6 95:8	75:1 144:19	134:24 136:20
41:3 47:19	146:19 150:23	101:12,15	148:16 150:23	140:2,13,15
52:16 57:6	159:17 181:11	116:15,17	221:23 241:5	141:1 176:13
72:12 74:13	200:1 204:14	147:1 184:22	241:15	198:24 206:23
80:8 81:6,16	204:23 225:18	186:10,12	attaching 84:5	208:22 233:5
84:7 89:17	225:24 253:13	187:7,14	149:12	241:7,10,13
98:14,24 104:6	applied 197:3	191:22 206:18	attachment	251:14 252:3
119:15 121:11	240:14	228:8 229:4	71:20 92:22	253:4
174:2 199:11	apply 197:17	234:11 236:6	150:23	Auto's 56:11
202:11,13	198:1 209:4	236:21 239:9	attention 55:13	Auto/Bush
209:20,23	220:4	240:8	86:4 96:20	209:5
213:20,21	appreciate	asks 13:6	99:10,13	automatically
214:6 215:4	180:8 236:16	assembled 162:6	124:17 143:24	166:21
230:13 234:11	approve 61:1	assets 24:3	155:12 157:8	available 30:12
234:13	136:22	161:15	175:17 179:14	61:17 132:15
answered 26:21	approved 57:24	assign 160:12	181:3 224:2	132:18,18
66:8 73:10	58:14 132:17	assigned 37:8	attorney 254:20	224:15 225:12
74:19 92:17	243:9 251:23	40:17,21	254:21	225:14,20
93:12 102:8	April 182:3,22	159:14,18	attorney-client	Avenue 2:7
107:21 114:22	234:2 237:13	assignment	98:15	average 79:3
120:7 141:16	237:15	139:21 159:5,6	attorneys 98:16	167:14
169:6 173:23	area 12:5 152:11	assignments	240:22	avoid 170:22

AW 13:6 58:15 70:5 73:12 76:17 78:23 83:19 85:18 90:15 91:9,10 92:3,8,20 96:18 97:2,20 100:18 101:7 119:18 127:16 127:16,19,21 138:20 143:2,6 143:15 148:2 163:13,16,20 168:11,13,15 168:16 169:13 169:22 170:11 170:14,19,23 171:23 172:7 178:24 207:4 208:9 242:16 242:24 243:12 244:14 246:11 246:12,15,23 AW's 148:5 AW105 106:10 AW111 104:12 104:19 AW112 105:13 AW161314 227:23 AW196201 71:24 AW196206 76:19 77:3 95:21 AW315 247:6 AW35115 181:5 AW361 221:19 aware 164:16 240:3,13 <hr/> B <hr/> B-U-S-H 4:8 back 7:20 10:13 11:21 15:2	19:5,9,17 28:21 36:21 56:4 67:13,17 68:14 72:2,19 87:24 100:15 100:15 102:13 108:2,7 113:10 113:16 117:20 122:22 126:14 127:2,2 138:1 141:5,18,19 153:2 160:18 162:12,21 184:6,16 215:6 215:16,22,23 215:24 216:5 220:7,12 226:12,23 237:22 250:21 background 6:15 33:3,5 110:9,14,16,18 110:22 111:1 157:16 backing 179:19 backup 65:22,24 backwards 232:22 bad 119:21 bank 163:22 base 30:15 based 60:9 77:8 77:13 94:12 96:10,16 102:4 106:18 117:6 143:12 246:14 basic 169:23 basically 12:17 43:12 56:20 64:4 69:6 105:4,13 127:3 137:14 138:15 143:5 162:6 176:1 178:9,23 200:16 227:9	237:1 basics 237:10 basis 45:7 57:23 98:14 128:22 Bates 28:9 71:23 76:14 95:20 96:24 97:4,18 98:17 104:12 104:16,19 106:10 125:5 156:20 181:4 183:16 185:21 185:23 186:21 234:22 247:6 bays 124:19 125:18,19 begins 145:14 245:14 behalf 2:6,10 132:7 159:16 236:13 beliefs 71:2 believe 9:19 14:24 20:16 22:11 26:22 30:8 36:19 38:22,23 39:12 42:8,8 43:17 46:9 48:17,23 56:2 65:17 66:1,9 71:4,6,8 72:5,14 81:19 84:4,21 85:4 85:24 86:2 93:13 123:7 130:3,6 131:6 147:21 148:4 148:10 152:17 157:19 166:5 166:12 167:11 167:12 174:23 182:19 183:6 198:4 201:1 219:16 248:10 251:16	bending 232:21 beneficiary 161:17,18,20 161:21 162:3 163:11 benefit 132:12 163:11 198:14 best 5:22 19:20 62:24 63:2 87:1 92:9 232:18 better 75:7 80:7 Bidderick 46:23 big 76:4 124:19 125:18 148:24 152:10 155:5 179:15 180:11 199:5 biggest 61:3 75:14 88:22 bill 165:24 189:1 195:14 197:4 billed 220:22 Billing 249:8 Billings 34:1 158:23 bills 188:8,23 196:6 bit 67:16 71:12 100:16 102:6 102:15 138:1 158:12 162:6 168:17 171:14 188:6 191:9 202:17 216:23 bite 99:12 bits 159:10 blah 185:7,7,7,7 blank 72:22 bloc 162:6 block 43:24 blocs 162:15,16 162:23,24 BLT 135:18 181:12	BLT's 135:16 136:6 BLT_AW_02... 123:6 blue 145:15 BM104370 184:10 Bob 4:20 9:1 11:8 12:23 13:24 14:11 18:24 25:7 27:15 28:10 30:24 31:2 34:10 35:15 39:18 50:18 54:17,23 68:9 71:17 74:14 76:15 80:21 82:15 83:12 84:4 86:8 87:2 92:19 94:14 95:23 96:24 98:16 102:23 104:3,16 112:13 116:15 119:6 125:5 137:19 142:2 144:16 150:22 155:23 179:17 180:8 181:9 183:18 185:22 191:22 199:20 200:21 203:16 212:20 213:10 232:10 236:16 236:24 238:1 248:19 body 70:17 177:15 217:4 bold 114:15 245:11 bolded 248:23 bookkeepers 15:10 bottom 44:12
--	--	---	--	---

54:16 77:3	BTL 83:19 97:2	44:1,19,22	129:14,18,24	233:6,16
80:11 83:18	97:20 133:22	45:2,4,7,12,17	131:4,9,9,11	235:14,24
88:17 97:19	134:2,15,20	45:21 46:2,4	132:7,11,22	236:10,12,22
124:18 125:16	138:10 164:18	46:14 47:3,7	133:2,4 134:8	237:14,16
182:11,13	172:18 181:4	48:3,5,15,20	134:22 136:9	238:16,22
183:10 188:7	181:15 188:10	48:24 49:18	136:21 142:15	239:5 240:17
188:11 228:19	189:2,7 213:15	50:1,8,13,23	142:17 145:22	240:22 241:6
234:23,24	242:11,14,17	51:7,8,13,16	148:2 150:15	241:10,12
235:11,15	242:17 245:1	51:20,24 52:7	151:10 154:3	243:12 244:13
244:6 246:8	245:20,21	52:16,22 54:6	154:11 158:24	248:9 251:9,13
bought 158:11	246:10 247:12	57:1 58:3,5,19	159:7,16,18	251:15,17,20
158:13 162:1	248:14 249:17	58:20 61:20	162:12 163:19	252:2,4,7
box 152:11,22	BTL_AW_02...	62:8 63:21	164:6,13,23	253:3,19
186:24 231:8	97:5	64:14,17 66:4	165:7,11,13,19	Bush's 207:7,16
boy 199:17	BTW 97:1	66:11,12,20	165:22 166:6,9	208:21
brand 21:9	Buffalo 1:14	67:8,24 70:3	166:10,15,16	business 21:17
break 28:11	buildings 165:3	70:11 72:2,19	166:24 167:15	21:18 26:15
29:2,14 46:21	bulk 11:4	72:23 73:8	167:16 168:3	31:18,20 35:18
54:1 86:7	bullet 77:7 78:1	78:5,7,11 79:3	169:12,20	103:20 122:3
99:11 112:13	bunch 25:8,10	80:15,17 81:10	170:10 173:17	150:4,16
121:19,24	157:20 243:20	81:11,20,22	174:18 175:14	171:18 191:10
156:9 214:20	Bush 1:3,10 3:3	82:5,12 83:8	176:11 180:23	buying 19:22,24
214:24 215:5	4:6,8,12,20	84:17 88:7	181:24 182:21	19:24 21:9,10
215:15	6:17,18,22 7:8	89:23 90:16,20	183:7 186:4	
breakdown	7:9,21 8:4,7,12	91:4,12,15,21	187:23 188:22	C
16:19	8:18,19 9:18	91:21 92:2,4,5	188:24 189:5	C 2:1
breakdowns	9:21 11:13	93:7,9,10	190:17 191:3,7	calculated
64:19 66:13	14:20 21:23	94:11 96:3,17	191:12 192:13	146:22
100:5,5 174:20	22:2,3,5,7,12	99:16,20 101:3	194:2,9 198:10	call 9:14 10:7
breaks 86:21	22:19,22 23:2	101:6,23	198:10 199:6	16:1,2,5 64:17
bring 5:24 53:9	23:14,17,24	103:17 105:19	200:16 202:22	64:21 65:1,12
75:13 159:2	25:1,23,23	107:9,10	202:22 204:12	65:20 66:4,12
broad 91:8	26:5 27:4	109:12 110:2	204:17 206:23	66:21,22 67:4
brochure 150:4	30:20 31:15,20	111:19 112:3	207:13,18	67:8 80:5
150:13,14,16	32:10 33:15,16	113:24 114:6	208:6,8 209:11	87:23 90:3
153:18	34:2,3,3,6,17	114:13,19	215:22 216:4	129:3 169:3
broken 172:13	34:19 36:14,23	115:7,7,16,17	217:13,20	198:18 210:11
broker 23:4,6,9	36:24 37:9,19	116:10,22	218:7,8,12	211:20,22
23:10	37:20,22 38:17	117:15 118:5	219:3,13 220:7	212:1,3 216:11
brokering 23:11	38:20,24 39:10	119:3 120:2,15	220:16 222:6	237:22,24
brought 90:19	39:14 40:4,14	124:2,7,12,14	222:12 223:7,9	238:6
203:9	40:22 41:12,15	124:24 125:2	223:14 226:2	called 4:13 9:13
BT 97:2	41:21 42:1,6,8	125:11 126:5	226:18 228:24	9:15 24:6 34:3
BTG 7:8,19	42:11,16,20	126:15 127:5	229:13,14,14	56:4 75:18
193:14 194:6	43:4,9,10,14	128:6,14 129:2	230:1,9 233:6	78:15 90:3

98:6 118:15 120:9 136:11 150:4 160:7 calling 121:15 calls 64:24 65:19 67:4 72:9 79:23 91:2 108:24 140:7 209:13 211:18 219:20 230:6 cancelled 217:18 capabilities 114:16 capability 115:4 115:10 car 109:3 care 61:7 87:7 100:1 109:3 132:19 214:7 226:17 228:4 228:18 251:5 carrier 169:23 170:12,17 171:22 172:2 172:16 176:13 211:8 carriers 171:19 Cascadia 103:12 103:15,18,23 case 1:10 9:10 64:18 66:13 78:23 98:12 114:2 236:3 240:22 cases 63:7 154:16,18 catch 20:19 23:8 50:18 174:14 179:21 caught 221:18 center 64:18,22 65:1,12,20 66:5,12,20,21 66:22 67:5,7,8 169:3	central 1:12 28:24 54:3 87:24 88:3 122:14 157:6 215:20 238:13 certain 48:8 62:5 133:17 194:5 certainly 102:9 CERTIFICATE 254:1 certificates 110:8 certification 110:3 Certified 254:2 254:3 certify 253:8 254:5 certs 110:7 chain 26:11 30:11 Chalem 1:17 254:3 255:9 chance 29:2 237:7 change 15:22 47:20 84:24 changed 17:20 50:9 79:9 changes 77:12 77:17 78:21 changing 247:23 characterizing 240:9 charge 65:1,18 164:6,8,13,15 165:15 171:7 182:14 183:11 186:5 217:2 234:4 245:8 246:5 248:24 250:11,14 chargeable 143:6	charged 171:3 198:14 charges 165:14 171:1 196:18 205:7 245:17 245:20 246:1 248:12 249:17 250:7,9 chart 105:4 145:14,17,20 148:7 check 77:20 152:8,8 219:8 253:15 Chevy 20:5 Chicago 255:3 choice 243:15 choose 30:13 140:15 chose 30:16 86:24 Cincinnati 2:3 4:7 165:6 cities 165:7 city 4:4 clarify 43:5 Class 26:14,15 26:15 31:18,20 93:17 149:23 151:16 clear 92:14 144:17 Cleo 96:23 client 72:4 87:6 237:22 close 112:8 163:14 169:7 238:1 closed 169:4 code 186:24 collateral 149:19 151:5,5 151:10 152:7 153:13 198:21 198:23 199:6	collect 206:9 collecting 12:6 249:8 collections 192:17 collectors 10:15 11:1,20 12:5,8 colloquy 87:6 colon 70:2 column 106:19 146:4 147:2,23 148:7 combative 104:6 combined 157:20 193:6,8 come 47:14 76:2 81:24 161:5 171:16 191:7 215:6,15 comes 5:24 250:9 coming 31:15 86:16 190:16 226:23 240:17 comma 60:9 142:4 210:10 commencement 254:6 comment 162:5 comments 6:7 communicate 34:18 222:12 communicated 222:23 communication 116:2 124:21 125:21 communicatio... 35:11 126:13 comp 185:7 companies 6:16 7:2,11,17 19:11 21:19 42:1,22 75:20 82:2 111:13,14	126:15 193:4,6 193:8 company 6:17 6:18,23 15:1 21:21 22:1,3,4 22:7,13,19,22 23:2,5,16,18 23:21,24 30:6 33:15,16 34:12 35:11,21,23 42:2,14 43:4 44:7,8 46:3 79:3 90:7 98:1 98:10 100:20 103:22 114:1 134:9 157:21 161:14 172:1 181:24 191:23 229:15 company's 56:9 compared 176:18 compilation 181:12 compiled 181:18 complaint 149:10 176:11 complete 137:19 183:2 213:21 234:10 235:16 253:12 completed 144:13 219:2 244:2,18 245:3 complicated 128:21 comply 230:2 component 155:5,9 199:5 computer 95:10 95:11 189:6 concerned 89:11 concerning 254:9 concluded
---	--	--	--	---

252:13	118:21 119:5	copy 25:9,10,16	96:4,10 102:1	costs 147:15,19
conclusion	120:4,16	27:20 43:18	102:2 103:15	148:3 164:2,2
140:8 209:13	127:15 170:11	49:4,22 50:1	103:16,19	210:10,11
219:21 230:6	242:11,12,13	50:13 51:4,9	108:20 109:10	211:13 216:11
240:8	242:14,16	55:22 57:14	117:12,13	217:4
conditioning	contracted	60:2 69:22	121:4 126:16	counsel 1:15
186:6	128:11 154:3	72:23 73:6	126:18 131:20	234:9 248:11
conditions	154:12 169:22	83:8 84:16	134:3,10,12,20	251:7 254:20
134:19 241:17	212:15 226:2	95:3,9 111:19	134:21 135:18	254:21
confirm 187:7	contractor 8:21	112:3 124:24	135:19 136:12	counsel's 126:21
confuse 15:7,9	32:14 134:2,7	132:6 149:15	136:13,23,24	count 16:22 83:1
confused 14:12	134:9,17 137:2	150:14 151:9	137:6 138:17	83:2
confusion 210:2	137:4,5 138:5	176:6 178:3	139:16,18,23	counterclaim
conjunction	138:8,11,16,21	179:6 182:20	139:24 140:3	148:17
207:18	138:24,24	195:8 200:15	141:1 143:16	country 157:21
consecutive	139:5,14,15,21	204:11 234:9,9	143:23 144:11	couple 4:22 91:2
183:16	140:11 141:8	248:7	146:24 152:21	114:9 158:21
consist 153:14	142:4 168:12	copyright 152:6	153:20 155:7	158:22,23
consisting	168:18 224:5	Corcentric	162:7 163:17	169:9 175:23
253:10	244:7 245:1	158:14,16	165:9 166:23	240:20 247:2
constitutes	247:8,11	Cormier 181:2	171:21,22	course 192:18
254:14	contractor's	182:1,8,22	175:16 185:9	247:22
consult 30:20	60:8 245:19	Cormier's 184:9	187:4 188:14	court 1:1 4:2
31:14	contractor-re...	185:2,11	197:12 201:3	5:12 6:6 80:22
contact 116:11	133:21	corner 235:11	201:22 205:10	148:21 177:14
117:16 118:6	contractors	corollary 219:1	205:11,12,18	253:1
120:3,10,21	60:10,15,18	corporate 8:12	205:19 209:2	courtesy 6:11
121:2 126:6	61:13 62:3	57:24 58:15	210:17 212:17	cover 84:6
127:4,10,13,16	75:6,21 85:20	67:20 73:23	218:21 219:19	123:10 203:24
127:16 128:13	85:23 118:13	85:22 100:8	220:9 225:17	210:11 216:10
128:14,22	132:16,17	153:5,21	228:14 237:6,7	covered 36:9
129:24 130:8	135:17 243:8	169:24 170:2	238:17 241:19	77:4 94:10
contacted	244:3	170:15 191:4,8	243:14,17	96:8 100:14
116:24 127:5	contracts 9:3	198:23	246:17,24	123:9
129:18 131:10	132:16	correct 6:18	248:2 249:2,15	covering 100:21
131:12	controlled 181:1	14:20 15:19	251:1,11	179:22 180:6
contacting	conversation	38:11,14 42:3	253:12	COVID 192:3
120:15 129:10	56:3 89:19	44:2 45:23	corrected 183:2	create 189:6
131:4	conversations	49:1 56:24	corrections	created 99:9
contacts 116:5	35:24	58:16 60:12,13	253:16	189:1
116:11 118:5	conveyed 223:8	62:14,15 68:2	correctly 45:20	creates 188:22
125:24 128:4,6	223:14	71:16 82:23	245:23	credit 134:16,17
contents 73:17	copied 130:6	91:16,17,22	cost 147:24	134:23
continue 61:7	copies 53:17	92:5 93:22	164:3 216:10	criteria 134:18
contract 74:9	87:2 236:4	94:4,7,8,13	217:2,6	CSR 1:17 254:4

Cure 75:20 90:7	daily 57:23	168:12,17	138:13 216:15	described
curious 132:11	dash 70:3	dedicated	Denise 4:2 254:8	153:10
197:11	114:16 181:5	114:16,20	dep 86:22	describes 93:9
current 12:7	date 7:24 26:7	115:3 116:5,23	department	description 47:7
16:20,22 33:16	27:8,10 29:19	117:16 118:5	10:2,12 14:18	47:14,17,23,24
36:12 41:20	30:9 36:13,22	118:20 119:3	14:21 15:21,23	209:3
50:10 80:16	40:7 46:9 51:6	121:14 125:24	16:1,6,9,12	descriptions
81:9,21 82:5	51:18,23 52:21	126:6	34:10 37:5,8	208:1
118:17 125:10	65:21 66:6	deducted 245:22	37:14 38:10,18	design 74:24
125:11 138:24	69:6 80:17	deduction	38:21 39:2,11	84:23
154:17,18	81:10,21 82:5	246:14	39:15 40:6,13	designed 74:22
168:19	86:2 125:6	deductions	40:21 41:4,8	75:9 101:24
currently 7:2	131:1 150:18	249:8	41:11,11,15	DFS 181:14
12:4 13:22	178:4 182:3	default 137:2,4	46:1,2,8,14	201:16 205:21
14:7 15:6	206:12 229:1	140:3,16 141:8	47:3 48:1,4,13	206:9 208:17
16:11 17:2,12	dated 85:11 88:9	141:13 142:3	49:10 104:4	210:9 216:9
17:22 24:16,20	195:3 228:6	170:14 172:10	107:15 109:14	217:2 219:2
41:14 42:13	234:2	247:7,11,13,16	109:17,19	DFS's 208:23
47:2 48:15	dates 8:1,3	248:1	130:2 173:3	DFS2877 234:24
65:4 66:11	13:10 36:21	defaulted 56:14	174:12 189:10	235:11
116:17 174:7,9	38:23 194:4	133:9 207:5	190:22 222:12	dialogue 9:5
customary	day 1:11 57:2	defaulting	223:23 226:11	Dickinson 63:20
245:20 249:16	69:14 122:3	170:20	230:12 237:17	63:24 64:3,10
250:6,9	174:21 178:8	defaults 137:10	departments	67:2,3,7 119:1
customer 9:9,11	191:4 192:7	defendant 1:7	10:2,7,9,15,19	119:10,18
30:15 100:8	194:5 213:18	2:10 236:14	10:21 11:14	126:11 127:9
171:7,21	214:23 253:21	defendant's	depend 79:24	127:14,15,24
205:24 208:20	255:3	148:17	depended 79:7	128:1,4,11,12
210:9 216:9	day-to-day	define 15:12	depending	128:22 129:8,9
239:2	41:16 191:12	defined 170:2	153:21 211:9	129:12,14,17
customer's	days 169:10	definite 39:3	depends 9:8	129:23 130:7
201:17,19	191:6 192:9	definition 15:17	35:12 63:15	130:19,20
205:22 206:11	deal 58:20 198:8	208:12	100:7	131:2,3 133:4
206:24 208:18	dealer 20:1	delay 31:4	depose 189:16	154:4,13,23
customers 9:9	dealers 19:3,5	delinquency	deposition 1:9	155:3 196:21
9:13 14:13	dealership 62:17	129:5	4:17,24 6:1 9:7	197:12,19,19
26:10 30:4	dealerships	delinquent	16:4 241:24	197:21 198:1,9
36:7,7 66:18	21:10 82:1,1	146:4,20 148:6	252:13 253:9	200:17 201:4
93:18 100:1	Dealing 249:21	deliver 58:17	253:13 254:11	202:24 204:12
101:1 149:20	December 88:9	166:17,19	254:16,17	205:10,11,14
209:24 238:17	89:8 131:23,24	171:19	depositions	206:24 207:14
cut 170:21	decide 134:15	delivered 69:15	180:11	207:20 208:6
	decided 26:13	150:17	DES 2:7	208:16 209:9
D	decision 30:19	delivering 172:6	describe 92:12	212:6,22
D 3:1	30:23 31:15	delivery 133:22	99:20 160:5,9	215:24 216:5

217:14,21 218:8 219:4,13 220:2,7 225:15 225:21,23 226:2,14,17 228:5,13,19,23 229:13 230:1,1 230:3 234:1 235:13,24 237:15 239:24 240:4 Dickinson's 154:19,20 216:21 220:11 230:1 diesel 110:3 difference 57:21 different 10:6 13:7,8 41:4 57:17,19 77:22 77:22 100:24 100:24 101:22 106:20 129:3 153:7 167:20 172:23 175:23 196:18 213:20 230:14,15,22 230:24 231:2 242:11 250:14 251:23 differently 112:19 difficult 26:12 67:17 119:19 120:9 156:24 232:21 dinged 171:10 direct 20:1 55:13 59:6 86:4 99:10,13 124:17 143:24 155:12 157:8 175:17 179:14 181:3 224:2,5 224:17,23	directing 96:20 177:20 direction 254:13 directly 21:22 34:18 116:6,11 126:1 163:21 184:8 224:14 225:11 254:22 directors 45:11 disagree 227:19 227:19 disapprove 136:22 discount 63:17 196:21 197:12 197:16 198:14 204:23 205:5 211:3,7 212:5 212:11,13 239:23 discounted 220:18,20 discounts 62:22 154:24 155:3,5 197:1,3,24 198:10 199:4 238:16,23 239:5 240:5 discovery 1:9 98:11 114:2 180:24 discretion 134:19 143:13 discuss 236:13 discussed 92:3 92:13 96:15 discusses 96:2 discussing 75:11 discussion 75:17 87:18 123:1 177:11 discussions 36:13 243:19 disingenuously 213:16	disposed 207:5 dissolved 22:8 distinct 250:23 DISTRICT 1:1 1:1 253:1,1 divided 10:1 DIVISION 1:2 253:2 document 27:16 43:21 53:12 54:14,18,22 55:9 59:15 68:5 71:19 75:3 82:23 83:11,22,23 84:5,20 89:15 92:21 94:15,19 97:4,8 98:6,11 98:19 99:1 100:20 101:13 104:11,18 114:1,8 117:21 125:5 133:18 138:19 139:3 140:7,18 141:15 143:18 144:10,12 145:14 146:17 147:11 148:14 153:8 177:17 181:11 199:14 200:1,20 202:5 202:8,11 204:8 204:22 206:5 211:5,16 212:9 217:16 229:8 229:20 234:6 234:12 235:18 237:2 240:9,10 documentary 239:4 documentation 80:12 documents 25:13 67:15	181:13 227:10 235:20 236:7 Dodge 20:5,15 doing 23:11 28:13 31:23 53:19 85:21 87:1,9 95:12 118:23 156:6 201:12 214:1,2 226:1,20,21 249:8 250:4 dollar 176:22 dormant 85:18 dot 178:10 doubt 222:2 232:16 Doug 38:24 40:12 47:16 65:17 109:22 110:15 111:9 174:9 222:4 224:16 226:8 downloaded 125:8 downtime 108:17 drafter 49:21 drafting 49:4 drive 139:15,22 246:16 driver 8:19,20 8:21 33:8,13 34:6,17 56:14 58:5 60:18 110:11 127:21 140:15,20 164:1 166:21 168:13,23 170:10,11,13 170:16 171:3 171:10 172:5 172:10,11,15 176:12,14 182:1 198:14 224:16 243:11	243:16 244:21 244:22 246:11 246:18 247:17 251:14 driver's 170:24 172:7,8 drivers 32:2,11 32:16,24 58:1 58:8 85:2 90:4 90:12 118:6 120:3,10,11 127:19 128:5,6 133:3 158:23 163:16 166:7,9 166:18 167:2 169:13 171:19 174:20 175:4 175:15 176:19 188:1 198:11 199:4 206:22 207:5 242:11 242:15,17,24 244:11,14 246:11,15 248:8 252:3 driving 79:8 108:18 139:9 150:4,15,16 drop 24:19 dual 10:4 due 78:2 116:6 116:12 117:1,5 117:17 118:7 120:5 126:1,7 duly 4:14 254:8 duties 47:20 dwindling 26:16
<hr/>				
E				
<hr/>				
E 2:1,1 3:1				
e-mail 70:17				
e-tran 252:9				
earlier 15:18				
17:8 41:24				
42:22 46:1				

67:3 102:6 138:9 154:2 162:6 175:5 192:12 196:20 241:23 242:7 243:2,18 early 161:8 162:13,22 early-on 75:17 easier 19:16 216:3 East 1:14 2:2 eastern 112:13 easy 156:4 eat 99:12 Ed 39:5 40:12 47:22 65:14,14 65:15,17 109:22 111:11 143:1 effect 20:19 effort 73:23 eight 76:12,19 95:20 195:20 245:10 246:1 248:13,23 250:13 eighth 28:3 either 17:13 33:4,17 36:1 82:1 104:17 110:2 135:6,12 135:16 136:5 147:16 224:17 243:12 251:8 Elaborate 33:5 33:21 else's 110:7 email 54:8 55:14 55:15,19,23 56:7,12,20 57:10 58:19 59:23 60:3 67:18 68:24 69:8,22 70:2,8	70:14,23 71:3 71:19 72:3,4,6 84:6 88:9,12 88:15 130:9 131:23,24 132:6 145:6 149:11,16 150:19,24 173:14 176:1,7 177:21 178:4 179:5,6,9 221:23 223:9 225:1 emailing 70:3 emails 54:15 55:4,10,11 56:4 175:23 177:20 emergency 101:18 211:10 211:18,20 212:1,2 employed 12:7 14:14 17:4,15 17:22 21:18 22:21,24 23:1 23:17,20 24:12 24:16 36:23 38:16,20,24 39:5,10,14 40:4,13 42:5 44:19 193:14 employee 16:22 42:10 47:12 127:24 129:9 129:12,14 131:3 163:19 254:19,21 employees 9:21 10:1,3 11:20 16:18,20 17:2 17:3,9 23:13 23:15,17 66:20 120:14 163:20 172:24 173:5,7	173:7 192:13 192:22 193:3,7 194:3,4,7,10 222:11 223:8 employees' 173:18 employment 38:23 173:1 enclosed 253:17 enclosing 132:1 encourage 85:1 85:22 endorse 135:16 136:5 ends 146:8 engine 176:22 206:11 Eno 20:18 enrolled 233:6 233:17 ensure 108:18 244:1,17 ensuring 245:2 enter 126:17 138:12 139:20 244:14 entered 13:5 116:21 126:16 164:9 200:17 233:4 242:23 244:12,13 251:14 entering 25:1 73:18 75:12 89:12,23 90:15 90:20 91:14 96:17 244:24 entire 60:9 78:17 entities 162:1 entitled 146:4 223:4 entity 160:10 162:2,14,23 169:14	entries 106:21 entry 195:23 equipment 17:18 74:2 75:5,5 100:2 errata 253:17 especially 19:9 168:10 established 183:1 estimate 246:10 estimates 154:17 192:18 222:5 249:9,10 estimation 32:15 event 23:8 140:2 140:16 141:13 142:3 198:1 247:10,12,16 events 247:24 everybody 151:6 evidence 84:20 85:7 169:19 176:16 239:4 exact 7:24 8:3 10:14 15:4 26:7 27:8,10 29:19 32:18 47:14 131:1 194:15 230:19 235:2 exactly 15:8,15 111:15 129:15 130:5 150:23 196:11 198:22 231:15 235:20 249:10 examination 3:4 3:4 4:18 241:1 254:7 examined 4:14 example 33:24 92:7 93:17 242:22 exceeded 246:19	exclamation 116:2,7 124:22 125:22 126:2 exclusively 133:20 execute 61:23 159:6 executed 27:14 118:4 158:24 exercise 168:21 exhibit 3:7,8,8,9 3:9,10,10,11 3:11,12,12,13 3:13,14,14,15 3:15,16,16,17 3:17,18,18,19 28:7 43:12,18 54:5 55:5,9 59:22 67:13,18 68:5,17,22 71:13 74:17 75:1 76:8,12 76:19 82:9,10 82:14,17,21 83:7 84:1,16 85:4 86:5 88:4 88:8 92:22,22 92:23 93:8 94:2,3 95:4,18 95:18,20 96:21 97:9,11,19 99:7,11,14 102:19,19,20 103:3,7 106:10 108:3 111:19 112:3,23 113:20,22,24 122:16,17 123:3,14,23 124:3 126:20 127:3 131:22 137:1 144:1 148:12,15 149:9,10 150:3 150:24 151:18
---	---	--	---	---

155:13,24	extend 134:16	February 176:1	31:1,6,6 35:14	207:8,20 208:6
156:21,22	extensive 114:15	176:7 177:21	74:12 81:3	208:16,19
157:9,9 159:2	extent 70:8	178:3,8 179:4	202:8	216:1,21 219:4
175:18 177:3	71:18 72:9	federal 148:21	finished 203:8	219:13 228:5
179:14 183:17	84:3,5,7	fee 164:7,14,14	first 4:13 55:19	228:13,19,23
183:21 189:22	181:10 198:4	171:3 195:23	59:17,18 60:7	229:13 230:4
190:11 194:23	234:6 236:6	196:7,18	67:19 69:10	235:13,24
195:21 199:14	240:7	216:20 245:11	70:16 71:23	237:16 239:24
199:18,24	extraordinary	246:2 248:14	75:18 77:7	240:4
203:22,24	143:16	249:4 250:1	82:12 83:18	FLGB9662
210:5 225:8		feedback 84:22	91:2 97:4 98:4	195:4
228:22 230:10	F	85:13	101:21 116:4	flip 150:8 151:13
231:7,9 234:2	F 204:19	feel 54:15,16,18	133:19 140:20	180:12
234:16,18,20	facilitate 34:6	163:4 178:14	140:21 141:4	floating 169:19
235:3,3 239:18	facilities 30:11	202:5,11 215:2	146:7 149:9,20	flowed 190:24
241:5,5,16	64:11,12	fees 171:4,13	182:12,13	flows 189:14
242:21,21	164:18,24	field 110:6,11,13	188:18 206:3,6	focus 9:19
247:3 248:7	fact 101:21	146:23	210:8 211:21	folder 27:24
250:21	151:24 236:18	fight 72:16	213:20 216:6,7	86:12 156:6,15
exhibits 3:6 25:6	244:24 251:17	figure 9:5 20:1	217:1 218:23	follow-ups
86:18 87:15	facts 71:2	145:1	225:3 231:16	240:20
94:10 122:19	176:16 214:7	figured 147:4,12	241:3 248:13	following 57:2
148:16 180:22	failed 176:20	finance 133:2	five 11:13 28:2	140:2,16
181:12 224:3	failure 137:5	financial 23:5	63:17 151:17	141:13 162:21
229:23 232:1	fair 13:12	56:9,11 204:17	167:21,21,21	206:9
232:11 241:4	false 52:1,23	financing 61:1,5	168:7,19 192:9	follows 4:14
existed 99:7	87:11	88:19 90:6	213:24 215:12	Ford 19:10 20:5
existence 73:7	familiar 55:12	132:16 133:22	238:7 240:19	foregoing 253:9
139:1,4,6	97:13,15 114:4	135:18 247:12	five- 167:23	254:11
161:6	124:6 159:8,19	247:15	168:20	Forest 2:8
existing 26:9	188:8	find 25:15 28:17	five-minute	Forgetting
133:20	familiarize	53:13,20 59:9	168:5	178:10
expense 216:22	54:18	59:14 102:15	fixed 36:9	form 6:19 7:4,12
expenses 172:8	fantastic 232:15	127:21 137:20	fixes 220:4	8:23 16:23
172:11	far 19:9 33:22	144:3 199:13	fleet 85:1 128:12	17:5 18:22
expensive	36:8 151:2	221:2 231:16	129:17 130:8	19:2 20:4 21:4
108:17	fast 80:4	231:17 232:13	131:11 140:20	21:11 23:3
expert 108:24	faster 150:22	233:13	140:22 141:5	26:2,20 29:17
experts 109:7,11	fat 83:4	finds 138:10	141:19 154:4	32:4 33:20
109:22	father 21:20	fine 8:1 12:1	154:13,20,23	34:8 36:17
explain 54:13	22:18,21 23:1	81:2 95:16	196:22 201:4,5	37:3,12 38:12
57:21 63:11	33:15 34:21	123:17 155:21	201:17 202:24	39:24 40:24
115:2 189:17	103:21	237:8 238:10	204:12 205:11	42:23 44:6
195:18	father's 23:17	252:9	205:14,22	45:8,13 47:8
explains 153:14	23:20 35:21	finish 6:9 20:11	206:11,24,24	48:7,16 50:3

50:17 52:2,10 52:13 57:3,4 57:16 58:22 60:16 61:15,22 62:4,9,19 63:12,23 64:6 66:7,15 67:9 69:16 70:7 72:8 73:9,20 74:18 75:2 77:18 78:14 79:5,15,22 80:20 81:13 83:10 84:3,19 85:6 89:14 90:22 91:7,23 92:6,16 93:11 93:23 96:5 98:5 99:22 100:6 101:11 102:7 104:1 105:8,20 107:2 107:20 108:23 111:22 114:21 115:19 116:14 117:2,20 118:9 119:12 120:6 121:6,9 125:4 126:9 127:8 128:8,17,19 130:11 131:14 132:13 133:11 134:4,11 135:23 136:1 137:7 138:19 139:2,4,17 140:4,6,17 141:2,14 142:19,20 143:7,9,17 146:14 154:6 154:14 155:1,8 158:1 159:9,21 160:17 161:7 161:10,22	162:8,17 164:10,20 165:16 167:3 167:18 169:5 169:15 173:2 173:20,22 174:22 175:8 176:15 182:23 187:6 188:2 191:14,21,24 192:23 193:9 193:16,20,22 195:5,11 196:3 196:23 197:5 197:13,20 198:12 199:1,8 201:6 204:24 205:16 207:10 207:17 208:10 209:12 210:18 211:4,14,23 212:8,18 213:11,22 217:15 218:14 218:15 219:20 220:13,18 222:7,14 223:17 228:7,9 229:3,17,21 230:5,18 234:5 235:16,18 236:15 237:4 238:18 239:8 239:10 240:6 251:21 formal 30:9 55:7 formed 7:19 8:13 21:22 forth 43:8 56:4 77:13 241:17 250:5 forwarded 69:2 forwarding 72:4 found 176:20 foundation	36:18 41:1 45:14 50:4 63:13 69:17 77:19 79:6,23 81:14 83:11 99:23 107:21 108:24 112:6 118:10 128:18 128:19 130:12 131:15 146:15 173:22 176:16 182:24 183:3 186:9,13,16 187:6,10 188:3 188:20 195:12 196:4 197:6 218:15 222:8 222:15 223:18 229:18 230:6 234:10 235:17 four 13:18 28:2 40:8 43:23 88:16 107:22 136:15 137:1 137:15 141:23 218:1 219:9 246:7 247:4,5 247:7 four-minute 54:1 fourth 2:2 77:24 219:12 frame 9:1,17 12:15 65:6 235:14 framed 152:11 frames 18:18 frankly 236:4 free 54:15,16,18 178:14 freight 63:20 64:3,10 67:2,3 67:7 128:12 171:20,20 200:17 205:10	207:14 Freightliner 19:10,10 20:6 20:14 103:15 103:18 Freightliners 19:21 Friday 232:11 front 43:18 67:15 68:6,13 84:15 87:3 95:5,11 102:20 113:18 117:22 122:22 144:1 144:10 157:10 157:13,14 175:20 177:3 194:24 227:2,2 227:12 228:17 232:7,23 fruition 203:10 full 4:4 157:21 158:12 210:8 216:6,14 fund 78:18 96:11 129:4 132:18 154:15 168:24 175:10 213:3 224:7,17 funds 118:14 224:15 225:12 245:14 furnish 251:22 further 59:2 188:7 240:16 247:1 future 117:18 118:8 Fyda 19:10	generally 101:15 242:1,4 generating 172:6,8 generic 153:14 gentleman 34:1 Georgiev 2:13 54:10 71:20 gestures 5:15 getting 21:16 26:14 27:12 35:18 36:8,9 90:5 106:11 117:7 120:18 126:21 135:8 202:19 212:5 212:11 214:22 220:6,11 250:2 give 6:10 25:14 25:15 33:24 47:19 53:9,14 53:20 63:18 68:8,8 76:14 82:18 86:9,18 96:22 112:18 117:4 122:20 133:6 155:19 156:24 170:11 179:16 180:5 189:24 given 253:9,13 254:15 gives 140:24 192:20 glance 84:10 go 9:16,16 12:21 25:6 28:5,8,14 28:20 32:21 35:4,16 36:21 40:1 43:23 53:16,23 56:19 57:7 59:2,18 59:21 66:15 68:14 71:11,11 74:14 76:12
--	--	---	---	---

80:4 81:6 84:7 85:2 86:18 87:21 88:15,21 93:12 95:15,19 95:20 98:23 104:10,13 105:12 106:9 107:2,22 113:10,16 115:9,11 119:8 128:20 133:18 134:9 136:14 137:1 138:1,2 141:21,22 145:13 149:9 149:18 150:2 150:22 151:17 155:17 157:2,3 168:22 179:19 180:16,20 183:13 184:2,6 185:14 188:6 189:6,22 192:20 194:21 202:6 207:24 209:3 210:3 216:6,13,22 218:1 219:9,23 219:23 221:3 226:13 227:7 227:16 228:22 229:9 232:17 234:13,16,17 234:19 245:6 250:21 251:8,9 goes 6:8 99:3 160:18 going 5:23,24 9:5,6 13:1 16:17,19 18:19 25:5,13 28:1,6 28:13,15,16 37:17 38:7 43:11 45:1 52:9 53:7,11	57:1 58:17,20 59:6,7 61:19 62:7 67:13,17 68:4 72:2,15 72:16,19,22 82:8 86:4,15 87:21 90:12 94:21 98:13 102:13,14 103:7 105:12 108:2 112:16 113:11 114:9 115:6,22 121:2 121:23 122:20 123:12 125:7 126:19 127:2,2 127:21 135:2 136:15 141:21 142:15 143:24 147:14 150:3 156:10,23 159:2 168:12 168:14 179:13 179:18,22 189:13,17 194:22 200:14 200:23 201:21 201:23 202:4 202:10,19 203:16,19,24 204:3 213:18 214:19,23 217:5 220:24 221:3,6 226:12 226:20 227:7 230:10 231:20 232:11 233:19 235:23 236:12 237:21 242:20 good 4:20 6:2 9:23 24:2 75:18 80:8 90:4 112:16 122:8,10 145:11 214:22	227:2 Goodyear 181:23 182:7 182:20 183:7 184:15 187:3 Gotcha 31:8 38:5 gotten 213:23 234:9 236:24 grab 113:1 148:22 155:17 great 43:19 68:19 126:24 157:15 198:5 217:23 ground 5:10 group 11:15,16 11:20 14:9,14 15:19 17:9,10 17:14,15,17 18:1 24:8,9,10 24:12,17 43:9 47:10,13,18 65:9 66:2 115:17 121:1 130:22 131:3,7 157:24 158:5,6 158:16 180:22 groups 10:2,7 14:3,16 Grove 1:14 guaranteed 140:3 147:3 guess 9:23 19:9 19:20 66:3 112:19 133:14 156:6 194:12 194:13 196:10 196:12 199:4 216:2,18 221:5 222:19,23,24 223:2 guessing 159:24 guide 56:21 57:11,18,22	58:2,8,10,17 69:11,15 70:3 70:13,18,22 71:7,8,15 72:20,24 73:7 73:18 76:5,8 82:13 83:9 84:17 91:13,18 91:20 92:2,21 93:5,7,20 100:13 102:9 102:11 guides 94:3 guy 181:1 guys 90:9 111:2 121:18 122:6 156:2 203:7 220:22 221:18 <hr/> H <hr/> H 1:17 254:3 H-I-N-O 20:21 20:22,23 half 18:9,14,16 hand 4:10 242:20 255:3 handed 54:13,17 68:16 97:3 113:22 200:19 handing 227:9 241:3 handling 210:11 211:22 216:11 237:15 hands 151:18 177:15 hang 76:17,18 97:1,10 102:17 104:18 108:9 112:19 122:18 156:3 199:15 happen 109:8 110:18 170:7 170:18,19 174:6 218:20	218:22 246:18 happened 170:6 170:13 happens 230:16 happy 27:18 214:4 215:8 hard 25:10,11 30:14,14 43:18 53:17 95:3,9 226:6 harder 227:14 227:20 he'll 13:7 31:6 54:19 59:14 215:4 head 41:8,11,14 46:5,7,13 47:2 65:5,7,9 233:12 header 145:15 heading 80:21 heads 41:4 227:17 hear 29:5,6,8 173:10 heard 20:22 75:18 90:4 130:17,18 heating 186:6 heavy-duty 35:8 153:6 heck 25:4 help 19:14 59:8 62:3 84:23 93:14 100:1 helped 58:14 helpful 60:14 180:15 helping 60:9 61:6 helps 61:13 108:18 115:13 hereto 254:22 hereunto 255:2 hey 27:15 28:10
--	--	--	---	---

94:17,18 95:22 highest 110:3 204:2 highlight 59:3 highlighted 54:9 55:20 137:13 249:2 highlighting 59:7 Hino 20:5 hired 213:13 history 80:13,18 81:12 206:13 hit 232:24 hold 14:11 20:9 35:14 45:6 54:12 74:11,11 74:11 76:21 84:2 94:14 102:18 104:20 111:2 112:24 125:3 144:3 160:19 199:17 200:3 201:20 202:3 203:6 215:2 224:11 honest 12:20 87:8 honor 29:21 honored 75:8 hope 68:6 180:8 hopefully 37:17 137:13 213:16 hour 121:24 122:2,4 202:19 hour-and-a-half 213:19 214:20 hourly 205:7 hours 65:13 housed 160:11 162:2 HR 173:3,16,21 174:12 194:19 194:20 huge 176:13	huh 20:23 huh-uh 110:12 hundred 79:19 <hr/> I ID 184:9 idea 181:16 189:4 227:2 ideas 93:14 identify 8:20 115:13 identifying 18:14 25:19 ii's 137:16 Illinois 1:14 2:8 89:1 254:4 255:3 imagine 124:15 important 18:19 108:21 109:2,3 246:22 impossible 127:18 impounded 247:22 in-house 154:12 inch-and-a-half 137:14 include 77:16 84:6 101:10 115:12 210:23 249:7 included 91:6 93:16 101:17 includes 94:11 153:23 including 55:10 153:1,12 165:21 inclusive 253:11 incorporate 7:10,16 incorporated 219:19 increase 165:13	165:23 166:10 218:9 229:24 increased 165:24 218:13 220:21 independent 8:21 23:5,10 60:8 133:21 134:2,7,8,16 135:17 137:2,4 138:4,8,11,16 139:14,14,21 142:4 247:8,11 indirectly 255:1 individual 131:12 158:8 161:24 162:1 167:13 individuals' 130:21 industry 205:8 inflation 230:2 inform 129:5,20 129:21 information 99:2 117:5 129:20 147:22 206:10 informed 129:23 Initially 201:21 inside 107:10 inspections 115:13 250:5 instruct 98:14 instructed 214:3 214:5 Insurance 23:12 intentionally 95:12 interest 60:8 159:18 162:3 163:5,12 interested 11:24 90:11 196:9 254:22	interesting 231:14 intermediary 63:21 intermixed 181:14 internal 134:17 internally 9:6 International 20:15 interrupt 200:21 interval 104:24 105:5,14 201:18 205:23 207:16,22 208:20 intervals 208:24 introducing 149:21 investments 162:16 163:1 investors 162:7 invoice 165:22 180:22,23 181:24 182:2 182:21 183:6,8 184:15 186:4 187:4 189:7 190:16 210:9 210:15 211:3 216:9 218:8,9 218:13 222:20 226:17,18 228:5,13,19,23 229:1,12,14,16 230:2,20 233:24 235:14 235:24 236:10 236:13 237:13 invoices 166:10 167:1,13 190:11,12,13 191:23 210:12 210:16 212:7 216:12 219:11	221:23 222:6 222:12 223:8 223:15 231:15 237:16 239:2 249:19,22 involved 9:17,18 11:13 17:19 35:10,24 36:13 39:20 128:2 145:23 203:2 226:4 irrelevant 80:22 issue 88:23 123:20 251:7 issued 219:1 251:13 issues 26:11 36:5 75:14 115:14 140:1 Isuzu 20:16 it'll 83:4 200:12 item 209:7 items 133:14 153:17 <hr/> J J 204:15 Jacob 2:4 228:17 236:21 240:21 James 182:1,22 January 68:24 JARDINS 2:7 Jason 181:2 182:8 184:9 185:2,11 Jim 38:20 40:12 47:6 65:19,19 109:22 110:5 110:10 111:6 174:6 job 47:6,17,23 47:24 222:22 jobs 247:23 Joe 46:10,13
---	---	--	--	---

145:4 155:15 203:9 Jones 2:13 23:20 27:4 40:4,12 41:16 47:15 48:22 65:14 111:16 226:9 233:14 Jones' 42:16 Jones's 23:23 Jordan 2:13 32:13 55:15,23 57:2,14 58:18 59:23 60:3 69:7,15,23 70:23 72:6,10 72:24 73:12,17 74:6,16 75:12 75:13 76:3 83:9 84:18,22 85:5,12 88:9 88:13 89:5,10 89:21 90:14,19 91:13 93:14 96:14 131:24 136:10 149:11 149:16 150:17 171:24 172:17 176:1 177:22 179:5 244:23 Jordan's 76:1 176:6,10,19 178:3 Joseph 2:4 204:15 jrhode@kml... 2:5 jumping 102:14 227:4 June 200:18 201:4 204:13	KEATING 2:2 keep 9:5 12:15 12:15 63:17 92:19 101:24 115:22 122:2 141:21 147:1 147:14 168:13 168:14 172:7 172:24 190:5 207:20 217:5 keeps 115:6 Kenworth 20:15 kept 160:11 163:5 174:20 kid 87:9,19 kind 5:15 9:16 23:11 28:19 29:3 43:15 59:3,4 72:16 75:11 86:22 105:24 119:21 135:22 147:10 160:19 180:12 182:2,6 189:7 195:14 216:14 231:13 239:3 KLEKAMP 2:2 knocked 122:21 know 5:10,19 7:23,24 8:3 10:8,14 11:24 12:1,1,2 13:16 13:21,23 14:6 15:5,24 16:10 17:6,11,13 19:8 24:13 25:3 26:8,9 27:3,4,7,7,9 28:13,14 30:7 32:18,20,22 38:7 39:19,20 41:3 42:12,18 47:20,24 48:3 48:10,12,19,19 48:22 50:9	51:5,10,11 53:15 65:6 66:23,24 67:7 80:6,9,9 81:15 86:8,23 98:1 98:10,16 99:3 99:6,8 106:3,4 106:7 107:12 107:12 109:24 110:7,8,14,15 110:17,18,22 110:23 111:1,8 111:10,12,14 111:18 112:2 112:11 113:10 113:16 119:20 120:10 122:18 123:8 127:4,12 127:19 129:17 130:7,13,16,21 131:9,11 137:14 144:24 146:22 147:4,8 147:15,18 148:5 149:17 151:2 156:1 157:13 159:3 161:23 166:13 167:6,14 168:19 169:3 170:18 171:9 171:24 172:1,4 172:22 174:6,9 174:18 175:2 175:20 177:14 179:20 180:10 180:20 181:10 183:8 188:4,9 189:8,11,12,13 190:18,19,23 190:23,24 191:9 193:17 193:21 194:4 194:11,15,18 194:20,23	196:6,16,16 197:8,8 199:11 199:12 200:2 200:10,20 203:12,14 209:15 210:19 211:6 216:5 218:11,16,17 218:18 219:8 221:6,9 222:9 222:17,22 223:3,4,5,7,11 223:13,14,21 223:22 224:12 224:24 225:2,5 226:5,6 227:1 227:3,8 230:13 231:24 233:9 234:7 235:20 236:18,19,23 236:24 237:3 238:7 239:13 239:13,15 240:13 250:11 250:15,16,18 251:7 knowledge 51:22 52:21 75:7 98:24 174:4 190:10 196:10 218:17 223:3,4 known 173:14 173:18 174:13 174:15,16 knows 113:16 142:22 143:1 189:14 236:19 237:3	209:9 221:16 labeled 71:23 86:13 96:23 125:6 146:20 156:19 189:2 247:6 labeling 87:14 185:5 209:8,17 labels 98:17 155:24 labor 217:4 220:18,21 lack 183:2 186:8 186:13 187:6 188:2,20 197:5 234:10 235:17 lacks 36:17 40:24 45:13 50:3 63:13 69:16 77:18 79:5,22 81:14 83:10 99:22 107:20 108:23 112:5 118:10 128:17,18 130:11 131:14 146:14 173:22 176:15 182:23 195:11 196:3 218:15 222:7 222:14 223:17 229:18 230:5 lady 159:6 laid 128:19 186:15 Lake 2:8 Lake-Cook 1:14 larger 82:2 largest 157:20 158:6 Larry 38:16 39:18 40:11 41:9,10,17 42:5,10,19,21 43:2 47:15
<hr/> K <hr/> Karyn 1:17 254:3 255:9			<hr/> L <hr/> label 25:5 28:17 76:14 96:24 97:4 104:16 181:14 183:16	

48:2 65:2,14 67:1 77:21 80:7 106:6 109:14,21,24 142:22 167:7 226:10 239:16 Las 165:6 late 213:17 214:22 latest 122:6 lawyer 6:3,4 160:19 lease 8:14 9:10 9:15 32:10 61:8 79:4,12 105:19 118:4 119:5 120:4,16 132:22 133:9 134:2 137:6,8 138:11,12,21 139:20 146:4 148:6 159:1 160:10 164:1,2 164:8 166:10 170:17,24 218:8,9 219:3 223:7 238:16 238:22 244:14 244:16 247:15 248:1 251:13 251:18,20 leased 32:16,24 103:17 107:19 110:2 117:14 leases 8:18 9:3 29:22 105:19 159:19 160:3 160:10,12 162:2,7,15,24 163:15,21 169:13 206:23 233:6,12,16 leasing 1:3 6:17 7:9 8:4,7,13,14 8:18,19 9:18	9:21 11:13 21:17,19,21,23 22:2,3,5,7,13 22:19,22 23:2 23:18,24 25:1 25:23 26:5 27:5 30:21 31:15,21 32:2 32:10 33:15,16 34:2,4 35:18 36:14,23,24 37:22 38:17,20 39:1,10,14 40:5,14 41:12 41:15 42:2,6,9 42:11,17,20 43:4,10,15 44:1,20,23 45:2,4,7,12,17 45:22 46:2,4 46:14 47:3,7 48:4,15,20 49:1,18 50:1,8 50:13 51:8,8 51:13,17 52:1 52:22 57:1 58:4,5,19,20 61:20 62:8 63:21 64:14,17 66:4,11,12 67:24 70:3 72:20,23 73:8 75:20 78:5,7 78:11 79:4 80:15,17 81:10 81:11,22 82:5 82:13 83:8 84:17 89:2,24 90:7,16,20 91:13,15 92:2 92:4,8 93:7,10 94:11 96:3 101:3,6 103:17 107:9,11 109:12 114:6	114:19 115:8 115:18 116:10 116:23 117:11 117:15 119:3 120:2,15 124:7 124:13,14 125:1,2,11 126:5,15 127:5 128:14 132:7 132:11,22 133:2,4,22 134:8,9,22,23 136:9,21 142:15,17 145:22 150:15 154:3,12 157:22 158:24 159:8,16 163:20 164:6 164:13,23 165:8,11,13,19 165:22 166:15 166:16,24 167:15,17 168:3 169:12 169:20 170:10 173:18 174:19 175:15 176:11 180:23 181:24 182:21 183:7 186:4 187:23 188:22 189:1,5 190:17 191:12 192:14 198:10 198:11 199:7 200:17 202:22 204:13,17 206:23 207:13 208:6 209:11 216:4 217:13 217:21 219:14 220:8,17 226:2 228:24 230:9 236:1,11,12 237:14,16	240:22 241:6 241:10,13 244:13 248:9 251:13,15,18 252:4 253:3 Leasing's 67:8 91:4,21,22 92:5 93:9 99:17,21 101:23 111:20 112:4 115:16 148:2 151:10 191:3,7 251:9 leave 68:13 227:1,2 leaves 140:20 leaving 191:11 left 4:17 88:17 120:11 138:3 176:13,19,20 176:21 209:6 218:5 234:24 235:11 legal 33:12 140:7 209:13 219:21 230:6 240:8 legally 9:4 139:22 Lenny 18:2 lessee 8:20 9:4 34:17 63:10 79:4 107:19 108:22 117:14 118:6 132:23 159:5,15,15 222:20 244:19 244:21 251:20 lessee's 34:7,19 94:7 lessees 9:14,15 30:3 33:17 34:2 35:24 36:14 37:1,9 37:19,21 58:6	58:21 63:3 64:18 66:13 78:12 91:22 92:5 93:10 96:4 101:6 107:5,8 116:11 116:24 117:16 118:4 120:15 121:3 126:7 127:4,5 128:13 128:15,23 129:10,18,24 130:8 131:4,12 154:24 155:7 165:14,24 166:9 169:21 198:24 207:15 208:8,22 209:5 212:7,17,24 213:3,7,9 218:10 220:17 222:6,6,13 223:9 238:17 238:23 239:6 251:8 lessees' 40:22 48:5 223:15 let's 9:19 36:21 63:16 79:18 80:4,5 83:2 87:9,19,23 100:15 112:14 129:8 131:22 132:21 141:7 141:21 157:2 172:5 176:23 180:20 191:2 192:20 199:13 199:15 205:20 214:16,16 215:14,15 216:5 227:16 232:1 233:1 238:6,6 245:6 License 1:18
--	--	--	--	--

254:4	109:6	76:10 97:13	maintain 117:15	104:4,23 105:5
light- 35:8	logistical 25:8	113:3 122:17	118:5 154:12	105:14 106:1
149:24 151:16	logistics 7:8,19	122:21 171:3	244:8,20	106:15,18,24
light-duty	21:18 193:15	177:19 181:17	maintained	107:7,15,17
151:15 153:6	194:6 197:8	185:11 195:14	120:2 245:15	108:15,16,21
limb 45:1	long 22:16 37:17	196:7 208:15	251:5	109:12,14,15
limit 78:20	38:7 68:7	208:15 210:4	maintenance	110:1,9 111:13
limited 78:17,24	72:17 121:23	220:20 224:21	10:20 11:2	111:14,20
line 70:1 78:1	168:2 171:18	230:24 234:7	24:4,8,10,12	112:4 114:7,12
88:22 135:3,11	200:20	losing 97:9	24:17,24 25:2	114:14 115:10
218:23 219:14	longer 25:1,24	loss 176:13	25:24 26:17,19	116:5,7,10,13
lines 88:16 138:2	168:17	losses 170:21	27:5,13 29:4	116:23 117:1,6
219:9 246:7	look 56:6 69:1	176:19	29:16,20 30:3	117:8,16,18
link 25:10	70:1,16 72:21	lot 26:15 84:24	31:16 33:4,18	118:5,7,15,18
list 19:23 86:12	73:24 83:17,17	127:18 154:20	34:10 36:1,7,7	118:20 119:4,4
104:23 105:7	83:18 86:12,12	159:11 167:19	36:16 37:2,4,7	120:3,5,17,24
105:10,15,16	94:17,18 95:8	176:21 191:19	37:11 38:10,18	121:3 124:13
106:6	97:13,14	207:4	38:21 39:1,11	124:16 125:1
listen 86:24 95:2	113:12 114:11	Love's 226:16	39:14 40:5,13	125:24 126:2,6
119:14	133:17 140:15	228:4,18	40:18,21,22	126:8 127:4,7
literally 87:14	146:3,7 150:13	229:16,24	41:11,15,22	128:2,5,7,14
litigation 1:13	152:10,22	230:2 234:8	43:9,13 44:5	128:16,24
98:3	176:8 178:5	239:24 240:3	45:24 46:2	129:4,6,11,19
little 6:14 31:4	180:4 182:2	low 205:8	47:9,13,18	130:1,2,9
59:2 67:16	184:8 185:5	220:23	48:1,4,5,13	131:5,13,19
71:12 86:21	187:7 200:9,19	lower 216:23	61:10,14,17,20	132:17,18,19
87:6 100:15,16	201:15 224:21	lunch 155:15	63:22 65:9	135:16,20,21
102:5,15 138:1	230:14 232:1		66:14,17,18	136:6,7,9,12
152:1,2 158:12	233:10 234:1,3	M	74:3 75:16	136:16,21
162:5 168:17	247:4	M-1 104:23	76:2 77:8,12	152:12,19,23
188:6 202:16	looked 6:15 71:5	105:5	77:16 78:8,12	153:4,9,10,19
216:22	156:18	M-2 105:14,24	78:18,22 80:12	153:20,24
live 88:24	looking 53:16,21	M-A-F-E-Y	80:17 81:11	154:5 155:6
170:19	56:5 67:15	204:19	88:23 89:11,16	157:21,22
lives 174:7,10	71:23 87:16	M-A-L 204:21	89:22 90:14,20	164:2 166:5,8
living 170:14	90:8 104:15	M-A-T-D-E-Y	91:2,5,5 93:21	166:18 168:23
LLC 1:6 253:4	120:12 138:16	46:12	94:4,6,7,11,12	170:24 172:19
loading 124:19	138:20,23	M-I-C-H-A-E-L	96:3,9,11,15	175:10,14
125:18,18	140:10 146:11	4:7	98:2,6 99:17	187:24 191:23
loads 172:6	186:20,21	M-U-L-L-E-N	99:21,24 100:4	192:17 195:2,9
loan 138:11,12	199:14 225:7	49:15	100:14,22	195:18 196:17
168:12	231:21 249:9	ma 62:17	101:3,5,9,18	197:18 198:2
located 165:5	250:3	mail 223:16	101:24 102:4	200:16 201:5
location 117:8	looks 21:17 54:8	main 19:5 26:16	102:10,10	201:18 205:6
locations 89:1	60:5 73:4,11	60:17	103:2,13,23	205:23 207:8

207:15,22	154:15,16	219:10,11,14	217:3	178:16
208:17,19,24	management	219:16 220:10	mechanics	Mine 221:17
209:8,10,10	249:6	220:11 230:3	111:15	minimum 79:11
212:24 213:3,7	manages 24:3	master 239:23	medium- 35:8	79:13 251:19
213:9 216:1	Managing 249:5	Matdey 46:10	medium-duty	minute 28:21
218:10 219:17	manifest 151:22	46:12,13 203:9	149:24 151:16	68:9 82:18
219:18 220:3	152:2	material 149:13	meeting 45:11	142:11 179:16
222:12 223:8	manning 66:21	materials	130:22 131:8	minutes 87:14
223:23 224:7	66:22	111:20	meetings 45:6	112:15 121:19
224:18,19,21	manual 103:3,13	matters 254:10	member 158:17	121:24 155:20
225:12,23	103:24 105:10	maximum 217:6	158:18 161:14	167:21,21
226:11 230:12	105:17,18	mean 9:3 10:23	members 158:8	168:7 215:6,13
233:7,17	manufacturer	14:12,13 15:10	mention 94:3	237:23 238:7
237:17 238:23	19:16,24	15:14 24:23	130:17,18,24	miscellaneous
239:6 241:24	manufacturer's	31:23 33:22	251:2	216:22 217:7
242:3,6,10,12	77:8,14,15	42:21 52:4,10	mentioned 7:17	mischaracteri...
242:13,14,18	94:13 96:10,16	52:12 53:2	14:3,16 15:18	70:8 73:21
242:23 243:3,9	102:4,10 244:9	58:5 63:6	16:17 17:14	75:3 83:11
243:12,19,23	manufacturers	77:11 81:2	20:18 21:9	89:15 135:24
244:1,5,8,10	19:18,23 21:2	85:8 100:12	39:17 42:22	137:8 138:19
244:12,18	21:8	110:13 113:11	67:2 69:12	139:3 140:18
245:2,8,19	mark 25:13	117:20 121:22	70:18 90:14	141:15 159:22
246:4,14,21	marked 25:16	134:1 139:3	112:7 130:20	201:7 211:5,15
248:8,12,12	55:8 68:17,22	144:24 145:3	130:23 131:3	211:15 212:9
249:12,14	82:9,17 88:8	150:21,22	mentions 93:21	217:16
250:20,22	92:21 123:16	151:1 174:15	message 69:2	mischaracteri...
251:3,9,10,14	126:20 148:12	180:13 182:24	mic 29:9	212:19 213:11
251:19 252:4	177:2 194:23	183:24 186:10	Michael 1:10 3:3	213:23
major 115:14	199:19 239:18	186:14 191:22	4:6,12 253:19	missed 103:8
154:9 201:8	241:4 242:20	191:24 200:19	middle 87:7	misstates 67:10
majority 32:23	market 199:6	205:10 208:12	114:11	84:20 85:7
168:6	marketing 49:8	209:21 211:15	midway 185:6	90:23 119:13
making 30:21	49:9,13,17	215:8 218:20	Mike 13:1 98:18	140:7 143:8,18
178:12 227:13	111:20 149:13	218:22 219:3	129:14	154:7 162:9
227:20 232:20	151:5,10 152:6	220:7 221:4	mileage 79:8	212:9
247:22 250:3,4	152:9 153:13	225:22 230:18	80:6 106:18	misstating
Malvey 204:18	155:6 198:18	243:7	117:6 206:13	214:10
204:21	198:19,21,23	meaning 139:6	231:14	mix 15:13
Malvey's 204:15	199:5	means 115:3	mileages 74:3	mobile 64:13,14
204:16	markup 187:20	138:15 212:1	miles 79:20	114:15,16,20
man 65:12	187:22 188:11	meant 15:15,20	106:19 246:5,6	115:3,6,8
manage 63:22	189:2,2,7	mechanic 33:7	246:15,19	154:20
109:7,12	210:10 211:2	104:4 110:4,24	Milton 34:1	model 84:23
managed 152:23	212:7,12	111:7,9,11,16	158:22	206:11
153:10,19,22	216:10,20	mechanical	mind 97:9 122:2	modified 241:21

money 61:16 78:18,21 118:17 166:11 168:10,13,23 171:14 188:13 219:4 220:7,16 224:6,20 246:20	240:21 name's 4:7 222:2 named 34:1 181:2 names 10:2,11 10:12 17:24 40:9 65:12 130:21 national 63:15 63:16 NationalLease 66:1 157:19,23 158:3,3,9,19 nationwide 124:13 125:1 near 124:18 neat 232:12 need 19:23 56:11 84:9 118:13 129:6 139:13 142:12 173:14 202:5 202:11 203:20 needed 75:22 90:5,6,9 189:16 203:1 needs 201:19 205:24 207:16 208:20 251:4 negotiate 62:24 74:6,10,16,21 155:2 negotiated 73:17 73:22 74:20 196:24 197:11 202:23 239:1 network 109:6 115:4,10,20 154:18,19 245:22 never 20:22 33:7 41:13 90:14 105:9,17 169:9 184:21 240:7,9	new 21:9,14,15 21:15 30:3 31:23 32:6,10 32:13,14,15 33:4 80:1,4,5 80:16 82:14 90:8 103:4,4 103:12,23 138:12,17,21 138:23 139:13 139:20,21 140:15 158:15 159:15 175:6 nice 232:12 night 64:24 nine 145:13,14 200:10 nine-page 200:1 non 168:4 nonsense 95:15 Nope 199:15 normal 78:2 141:23 142:18 143:6 normally 35:10 45:6 117:3 131:6 168:19 180:11 North 2:7 Notary 253:23 254:8 note 145:4 181:18 183:15 notice 231:13,14 notified 251:23 November 54:9 55:14,16,17,23 56:7,12,24 58:18,18 59:22 60:3 67:18 69:6,14,22 70:14,23 71:7 72:6 73:1 84:18 149:12 149:16 150:17	150:18,20,24 now's 237:7 number 15:4 32:18 97:18 103:3,7 104:12 104:19 127:2,2 141:12 146:13 147:16,24 171:13 173:14 173:19 181:4 184:7,9 185:10 185:21,23 187:8 189:22 204:2 231:2,3 231:4,10,11 233:12 234:12 234:14,22 246:11,15,19 253:17 numbered 82:24 234:21 numbers 97:22 119:21 174:13 187:15 194:16 194:18,20 230:14,17 231:2,6,22 numerous 98:20	23:3 26:2,20 29:17 32:4 33:20 34:8 36:17 37:3,12 38:12 39:24 40:24 42:23 44:6 45:8,13 47:8 48:7,16 50:3,17 52:2 52:13 53:3,5 57:3,4,16 58:22 60:16 61:15,22 62:4 62:9,19 63:12 63:23 64:6 66:7,15 67:9 69:16 70:7 71:22 72:8,11 73:9,20 74:12 74:18 75:2 77:18 78:14 79:5,15,22 80:20 81:3,5 81:13 83:10 84:2,6,19 89:14 90:22 91:7,23 92:6 92:16 93:11,23 96:5 98:4 99:22 100:6 101:11 102:7 104:1,6 105:8 105:20 107:2 107:20 108:23 112:5 114:21 115:19 116:14 116:17 117:2 117:19,20 118:9,10 119:6 119:12 120:6 121:6,9,11 125:4 126:9 127:8 128:8,17 128:19 131:14 132:13 133:11
monies 164:14 monthly 137:6 147:6 166:17 months 133:8 137:17,21 140:2,16 141:12 morning 4:20 213:13 move 102:14 169:13,22 170:17 176:12 MUETHING 2:2 Mullen 49:14,17 49:21 50:15,22 51:3,12 multipage 150:14 multiple 55:10 Munguia 4:1,3,9 4:16,17 254:8	N	N 2:1 3:1 nail 28:15 name 4:2,4,20 7:7 10:8,14 18:7 22:1 25:21 27:22 43:24 44:16 46:11,18 65:15 145:24 158:12 158:15 182:8 184:9 185:2,11 198:19 209:11 209:19,23	objection 6:19 7:4,12 8:23 16:23 17:5 18:22 19:2,7 20:4 21:4,11	O

134:4,11	230:5,18 234:5	Ohio 1:1 2:3 4:7	93:1,20 94:2	158:17,20
135:23 136:1	235:1,16,18	178:9 253:1	95:5,19,24	160:2,5,9
137:7 138:18	236:6,15 237:4	254:9	96:13 97:3,6	161:10 162:13
138:18 139:2,4	237:8 238:18	oil 77:12,17	99:10,20	163:9 164:18
139:10 140:4,6	239:8,10 240:6	okay 4:1,9 5:6	100:11,17	165:13 166:8
140:17 141:2	251:21	5:21,23 6:12	101:2,9,16,16	167:10,23
141:14 142:19	objections 85:6	8:4 9:16 10:6	102:13,24	168:2,2,8
142:20 143:7,8	214:2 235:2	10:11,16 11:17	103:5,12	169:1,9 170:7
143:17 146:14	objects 6:5	12:10,13,18,21	104:21 105:12	171:12,16
154:6,14 155:1	160:19	13:9,9,12,17	106:4,8,12,13	172:5,22
155:8 158:1	obligation 141:4	14:4 15:9,18	107:12,16,24	173:17 175:19
159:9,21	obvious 87:8	15:22,23 16:4	108:5,9,13	176:23 177:5,8
160:14,17	obviously 78:19	16:5,8 17:8	109:5,21,24	177:19 178:20
161:7 162:8	84:24 107:10	18:5 20:23	112:10 113:2	179:2,9,11
163:2 164:10	120:21 149:23	21:16 22:12	113:17,21	180:2,17 181:8
164:20 165:16	228:15	23:13 24:9	114:9 115:2,5	182:16 183:10
167:3,18 169:5	occasion 117:3	25:7,18 26:5	115:11,22	184:4,16,18,19
169:15 173:2	occur 130:24	28:9,18,21	117:14 118:2	184:24 185:3
173:20,22	offer 30:12	31:8,14 32:1	119:2,7 120:22	185:10,24
174:22 175:8	124:16	32:23 33:8,14	121:16 122:1,4	187:14,14,19
176:15 181:19	offered 174:19	35:7,10 37:7	122:7,10	188:6,10,13
182:23 183:2	offering 24:21	37:23 38:3,4,6	123:11,15,22	189:21,24
186:8 187:5	25:24 26:6,19	39:7,20,23,24	124:12,17,20	190:6 191:11
188:2,20,20	27:5 29:3,16	40:16 41:7,10	125:9,12,15	192:5,19 193:6
191:14,21,24	30:2,9,10	43:19 47:1,1	126:3,13	193:14 194:6
192:23 193:9	31:16 76:5	47:16 52:14	127:12,14	194:15 195:1
193:16,20,21	office 191:20	53:6,22 54:5	129:1,8 130:7	195:17 197:3
195:5,11 196:3	192:6,9	54:21 55:1,2	130:16,23	198:6 199:23
196:23 197:5	officer 204:17	55:13 56:19	131:21 132:2	200:3,24 201:3
197:13,20	offices 1:13	57:21 58:2,12	135:9 137:12	201:10,13
198:12 199:1,8	191:4,8	58:16 59:2,14	137:23 138:7	203:3,7,12,15
201:6 204:24	official 42:18	60:14,20,24	140:1,24 141:7	203:23 204:10
205:16 207:10	oh 35:4 39:19,22	61:2,12 64:14	141:21 142:8	204:19 206:20
207:17 208:10	41:14 47:1	65:11 66:20	142:13,24	207:3,7,13,20
209:12 210:18	50:20 57:21	68:3,8,15 69:4	143:4 144:7,15	208:2 210:1,15
211:4,14,23	59:10,10 69:4	70:13 71:2,6	145:5,10,16,19	210:23 211:2
212:8,18 213:1	76:16 108:5	71:11,14 72:15	146:2,12,18	212:15 214:14
213:11,22	109:18 119:2	75:11 76:1,12	147:12,23	214:19 215:8
217:15 218:14	123:8 144:22	77:1,15,24	148:5,18,22	215:17,22
218:15 219:20	148:18 177:10	79:18 80:11	149:2,5,18,22	216:16 217:20
219:24 220:13	178:17 192:8	82:18,19 83:4	150:2,10,11	217:23 218:3,6
222:7,14	199:17 202:1	83:7,21,22	152:10 153:8	218:12 219:9
223:10,17	204:19 224:12	84:12 85:24	153:16 154:2	222:4 223:2
226:3 228:7,9	224:16 231:17	86:4,20 87:23	154:11 156:8	224:2,8 225:4
229:3,17,21	236:21 246:9	88:1,15 91:18	157:2,14,15	225:19 226:8

226:12,23 227:4,6,18 228:1,10,16 232:2,24 235:9 235:13 237:5 237:11,20,24 238:3,10,11 239:3,15,17,21 240:15,19 241:9 242:10 242:16 243:2,7 243:11,23 244:11,16,21 244:23 245:5 246:10,13,18 247:10,20,24 248:21 249:13 250:17 252:8 okayed 154:17 old 139:14 151:4 oldest 54:15 Olson 38:20 40:12 109:22 110:5,10 111:6 174:7 Olson's 47:6 on-staff 109:7 109:11 onboard 117:4 once 10:9,12 30:10 156:11 ones 120:18 144:17 155:14 207:2,7 209:6 ongoing 128:22 onsite 115:12,16 open 25:3 28:16 operate 89:1 172:2 operates 171:23 operation 206:12 operations 41:16 104:24 105:5,14	opinion 109:1 opinions 71:9 92:9 opportunity 243:8 opposed 168:13 option 225:10,13 225:13,19 251:8 optional 124:16 243:4 options 141:1 225:7,17 order 86:16 112:17 173:13 180:15 183:17 183:19 226:20 227:7 228:6,20 231:3,4 232:13 232:14,17 orders 230:22 ordinary 143:21 147:19,21 organization 159:4 organize 190:1 organized 123:5 original 167:1 outcome 255:1 overbroad 52:3 63:13 79:6 81:14 overdue 128:23 overly 97:13,14 114:4 124:6 oversaw 48:1 oversees 24:3 41:16 overview 98:7 108:15 111:21 112:4 owed 146:5 147:3 148:6 Owned 20:24 owner 22:12	34:13 108:22 161:13 owner-operat... 88:24 owners 8:6,7 ownership 81:12 162:15,23 <hr/> P P 2:1,1 p.m 55:14 59:23 60:4 88:10 149:12,16 178:8 179:5 page 3:2,6 43:23 43:23 55:19 59:21 67:18 71:12,21,23 72:3,20,21 76:12,19 77:3 82:11,12 83:18 84:15 95:19,20 96:2,2 97:4 99:10,13 104:10 105:12 106:9 108:12 114:6,11 115:23,23 124:5,8,9 125:1,11,16 136:14,14 142:3 144:19 145:13,14 148:20 149:9 150:2,3,5,9 151:13,17,21 181:3,23 182:12,13 183:13,13,21 184:6 185:14 185:16 186:18 186:21 195:20 195:20 206:3,6 210:4,4,5,9 216:7 218:1	234:3,17,19 235:5 245:6 247:5,6 248:17 248:18 pager 190:3 pages 68:7 82:24 103:1 149:1 151:14 180:21 184:3 187:8,16 200:10,13 253:10 paginated 150:7 pagination 185:20 pagination's 104:14 paid 163:7 171:20 219:4 248:14 pair 80:5 paper 148:23 180:12 paragraph 56:20 60:7 67:14,19 114:13 137:12 141:23 142:10 142:12 201:15 205:21 206:1,2 206:5,7,16,17 206:19 210:8 216:6,14 paralegal 180:7 part 26:23 42:7 42:19 43:9 62:2,23 66:1 76:7 91:4 135:13 157:19 158:16,19 163:6,13,16 166:4 170:5,9 175:13,13 179:21 198:17 198:17,22 206:23 207:8	219:16 220:10 249:24 participate 49:3 145:19 particular 32:14 72:3 99:3,6 153:8,18 164:1 176:12 180:22 191:24 224:4 226:9 237:18 parties 62:13 135:3 162:16 163:1,4,5 206:8 240:5 254:20,22 parties' 241:18 partner 109:15 parts 30:11,14 133:17 186:24 217:2,4,7 party 61:21,24 62:8,10,11 63:22 66:21 159:1,1 212:15 218:13 236:3,8 242:16 pass 63:2 198:9 198:9,11 238:22 passed 154:24 239:2,6 passing 220:16 238:16 240:4 Paszkievicz 1:13 pay 42:20 56:15 78:19 133:8 140:2,10,16 141:12 168:11 168:15 170:24 224:5,5,14,17 224:18,22 225:10,14,15 225:20 paying 168:16
---	---	---	--	--

172:7,11 219:13 225:22 249:22 payment 137:6 147:6 247:10 247:22 payments 56:15 74:2 133:9 146:5,20 147:3 148:6 163:21 249:13 payroll 114:20 PDF 27:22 28:3 70:5 156:22,22 185:20 PDFs 28:1 112:11 pending 214:21 Penske 110:17 110:19,23 111:13 158:7 people 9:15 12:4 12:7 14:10,13 15:10 16:2,9 16:11,24 17:15 17:19,21 18:1 24:11,16,20 29:19 35:18 36:23 38:10 40:9 51:7 65:12 106:2,4 107:14,14 120:23,24,24 131:19 143:2 170:3 189:9 190:15,21 192:16 193:14 203:2 230:17 people's 6:7 percent 18:16 63:17,18 171:3 171:10 210:10 211:2 212:7,12 216:10,20 217:2,3 219:1	219:10,11,14 220:10,11,21 230:3 245:11 246:2 248:13 248:24 250:13 percentage 17:3 250:7 perfect 122:9 180:18 perfectly 87:8 232:17 252:9 perform 244:8 performed 197:19,21 performing 245:18 period 69:12 119:17 140:3 167:16 168:4 169:2 178:10 178:11 191:2 periodic 120:4 120:16 121:3 periods 167:9 permanently 66:5 person 18:9,13 18:14 37:14 40:17,20 49:11 49:13,17 129:9 145:24 159:16 233:19 personal 33:3,5 98:24 196:9,10 218:16 223:3,4 254:13 personally 33:10 129:21 239:9 Peterbilt 20:15 phone 119:21 127:10 130:9 130:13,16 169:2 173:14 173:19 174:13 209:20,24	physical 64:12 pick 216:14 picture 59:4 124:19 125:17 piece 149:19 151:4 153:13 pieces 159:11 pile 113:13 piles 180:12 PJ428211 185:12 place 254:18 placement 161:19 Plaintiff 1:4 2:6 plaintiff's 43:12 54:5 55:9 67:13,17 68:5 68:17,22 82:9 82:17 83:7 86:5 88:8 93:8 96:20 97:9,11 97:19 99:6 102:19,20 108:2 111:18 112:2,23 113:24 123:14 124:2 148:16 156:22 157:9 199:24 239:18 241:4,5,16 242:21,21 247:3 plan 172:19 251:23 252:3 planned 112:12 platform 48:20 please 4:10 5:14 5:18 6:9 7:14 12:14 33:22 52:18 73:2 84:13 122:24 200:4 202:6,12 213:22 232:20 253:15	plus 171:4,13 200:16 205:6 207:8 210:10 216:1,10 245:20 PM 208:3,7 209:4 PM/DOT 115:12 point 34:20 35:12 40:11,15 66:5 72:22 77:7 78:4 116:2,7 123:21 124:22 125:22 126:2 138:17 154:3 163:18 181:22 189:23 204:22 221:14 point-blank 216:2 points 77:22 policy 166:17,24 251:17 pop 62:18 position 23:23 24:5,6 positive 198:7 possession 103:10 possible 5:7 possibly 5:6 30:10 218:12 post 118:21 119:4 120:4,15 127:14 potential 132:23 134:1 potentially 164:3 Pre-Dickinson 131:11 pre-Dickinson 131:10 preparation	145:20 prepare 251:18 present 2:12 26:3 34:21 58:7 117:22 136:16 presented 136:10,20 presently 4:5 president 34:12 41:21 42:13 45:2 79:2 191:23 pretty 101:21 156:4 prevent 210:2 preventative 33:18 36:1,15 37:2,10 40:17 40:21 61:9,14 61:17,20 66:14 75:15 76:2 77:8,12,16 89:11,16,22 90:14,19 91:5 94:12 96:9,15 100:4 101:17 102:3 106:24 107:17 108:21 110:1 116:6,12 117:1,17 118:7 118:15 119:4 120:5,16 121:3 126:1,8 127:3 127:6 128:13 128:15 129:11 129:19 130:1,9 131:5,13 135:21 152:24 153:11,23 172:18 197:18 198:2 201:18 205:23 207:15 207:21 208:16 208:19,23
--	---	--	--	---

209:10 243:19 244:1,18 245:2 preventive 244:8 previous 22:19 22:24 23:1 33:15 81:12 159:5 254:6 previously 23:17 241:4 price 62:24 63:2 print 25:9 156:5 232:12 printed 155:16 180:15 235:6 printing 203:20 203:22 204:4 prior 21:16 22:7 22:12,21,22 63:20 73:18 75:12 89:12,22 90:1,2,15,20 91:13 96:16 100:4 159:15 201:7 244:23 private 161:19 209:7,9,17 privilege 98:15 proactive 116:1 124:21 125:21 probably 5:5,10 7:22 10:9,22 11:15 17:20 19:11 53:23 80:7 143:1 176:22 194:8 194:21 195:19 196:19 204:5 221:17 230:11 233:15 239:16 problem 31:12 120:20 127:23 problems 115:13 procedure	232:22 procedures 57:22 proceedings 254:15 process 5:10 75:23 98:12 168:17,24 190:13 processed 190:16 processing 245:21 249:13 249:17 produce 83:22 produced 98:1 98:10,21 100:21 181:13 234:8 236:3 product 24:21 24:22 25:21 26:6,17,19 27:6 29:4,16 30:3,13 31:16 31:16 181:17 products 153:7 professional 109:7,11 program 13:6 25:24 27:13 29:20 37:22 43:13 44:5 48:3 56:5,14 56:21 57:2,11 57:14,18,18,22 57:23 58:2,8,8 58:9,17 60:9 60:14,21 61:13 61:19 62:2,23 63:22 67:23 69:11,15 70:3 70:13,18,22 71:7,8,10,15 72:20,24 73:7 73:14,17,18	74:1,1,16,24 75:9,13,24 76:5,7,8 82:13 83:8 84:17,23 85:18 89:12,23 90:9,15,21 91:5,9,13,14 91:18,20 92:2 92:8,10,12,15 92:19,20,21 93:5,7,15,16 93:20,21 94:3 94:4,6,11 96:3 96:17 98:2,5,6 99:17,21 100:1 100:9,12,12,14 100:23 101:3,6 101:10,24 102:11 108:15 109:8,13 111:21 112:4 114:7,12,14 116:22 124:13 124:16 125:1 126:16,17 128:3 132:1,6 132:10,17 135:16,20 136:6,7,9,12 136:17,21 141:9,10,18 143:8 148:3,9 152:12,19,24 153:9,10,14,19 153:20 154:5,9 155:6 169:14 170:3,5,9 187:24 201:5 209:8,10 233:5 233:7,18 238:24 239:7 241:6,20,24 242:1,3,3,6,6,8 242:10,18,23 243:4,9,13,13	243:23,24 244:12,24 245:5 247:3,5 250:21,23 251:2,9,10,15 251:19 252:4 program's 153:5 programs 8:14 100:24 prohibited 240:3 Promise 232:10 pronounce 46:11 proof 176:18 Proper 108:16 properly 244:7 244:19 propose 172:18 prospective 133:21 provide 8:14 26:12,12 57:1 57:14 62:7 64:4 107:5,7 132:14,15,16 152:24 153:11 154:9,23 212:23 213:3,8 provided 42:21 43:3 64:7 84:18 92:3 107:17 114:1 175:6 180:24 185:6 205:9 213:15 236:7 236:10,17 246:10 provider 63:15 245:22 provides 107:9 107:11 providing 44:4 provision 166:9 Public 253:23	254:8 published 51:2 51:24 pull 27:20 199:17 pulled 230:22 purchase 9:9 purchased 19:11 purchasers 9:13 purchasing 11:15,16 14:9 17:14,15 18:1 19:18 192:20 purporting 149:11 purports 43:12 88:8 114:5 131:23 181:23 195:2 228:4 234:2 237:13 purpose 8:10,12 83:24 163:11 purposes 13:8 16:4 pursuant 1:15 218:9 put 93:2 94:19 94:24 95:1,4 95:11 103:6 113:12 140:20 140:21 141:5 141:18 145:5 146:16 227:11 228:17 putting 85:20 156:3 168:2 172:11
<hr/>				
Q				
<hr/>				
qualified 33:12 163:4 Quality 75:19 90:6 quarter 12:17 quarterly				

166:17 219:12 quarters 12:19 question 5:18 6:21 7:13 16:20 22:16 31:6 34:15 47:16 52:7,17 52:19 72:12 73:3 80:7 81:1 81:6,7,16,18 84:7,12 91:8 98:8 104:6 111:6 115:7 119:14 121:10 129:4 136:3 162:11,20,21 169:17 172:23 174:2,5,5,17 178:24 179:1 187:12 192:1 213:17 214:21 214:21 215:3,4 215:4 216:2 218:7 221:22 223:13 229:4,9 234:13 236:21 236:22 239:12 240:12 251:6 question's 200:14,23 questions 4:22 6:4 12:22 13:1 13:4,8 37:16 38:6 53:3 54:20 201:24 202:4,12,14 203:13 204:6 240:16 241:23 242:2 243:20 247:2,2 248:3 quick 28:11 84:10 86:7 102:16,18 168:24 237:22 240:20	quickly 25:15 quietly 203:18 quit 168:16 quite 171:14 191:9 <hr/> R <hr/> R 2:1 raise 4:10 95:23 104:5 raising 104:7 rates 220:18,21 239:1 Re-Examinati... 3:5 248:5 re-sent 85:5,9 reach 127:20 read 105:17,18 106:2 137:12 137:18 142:11 143:4 162:21 178:16 187:15 202:16 203:12 216:7,19 217:1 218:23 219:9 222:20 224:13 224:13 245:23 252:8 253:8 readily 30:12 reading 200:11 200:21 202:8 202:14 203:18 reads 245:17 247:10 ready 99:17,21 100:22 101:2,5 101:9,23 136:12 152:12 152:18 153:4,9 153:19 180:16 233:17 real 84:10 102:16,18 180:14 183:18 237:22	really 5:11 94:6 143:15 144:22 214:7 217:12 reason 56:2 72:5 72:13 95:22 104:5 139:13 167:8 182:19 183:6 reasons 89:2 rebate 218:4,23 219:1,7 rebated 219:6 recall 27:21 30:2 39:13 40:9 45:12 73:11 89:5 112:8 163:22 242:2 243:20 receive 81:11 219:7 received 218:8 236:4 239:5 receiving 88:12 Recess 28:23 54:2 88:2 122:13 157:5 215:19 238:12 recognize 44:11 55:4,11 97:8 97:12,15,18,22 103:12,23 105:24 114:3 124:5 204:15 221:22,24 242:22 243:1 recollect 29:3 recollection 29:15 44:3 70:21,24 96:14 188:15,17 recommendati... 77:9,15 94:13 96:10,16 102:5 102:11 244:10 reconditioning	154:16 record 53:16,23 54:14 71:18 87:11,14 123:1 135:24 145:8 157:3 159:22 160:20 177:11 181:19 183:16 220:1 227:19 231:5 236:2 240:21 248:18 254:14 recordkeeping 101:18 records 167:12 173:1,4 207:21 recourse 162:12 recruiting 138:4 138:7 red 152:10,11 Reda 2:7,9 3:4,5 4:19,20 7:1,6 7:15 9:2,12 11:9,11 12:3 13:12,13 14:2 14:5,15,19 17:1,7 19:1,4 19:13 20:7,10 20:12,17 21:6 21:13 23:7 25:5,17,19,22 26:4 27:1,23 28:12,19,22 29:1,7,11,13 29:23 30:1 31:10,13 32:8 32:9 33:23 34:11,14,22 35:1,16,20 36:20 37:6,15 38:15 39:19,23 40:2,3 41:6 43:1,19,20 44:8,10 45:10 45:16 46:22	47:11 48:9,18 50:5,20,21 52:6,14,15 53:6,13,19,24 54:4,24 55:3 57:5,20 59:1 59:10,16,20 60:20,23 61:18 62:1,6,12,21 63:19 64:2,9 66:10,19 67:12 68:10,13,19,20 69:1,5,18,20 70:10 72:1,15 72:18 73:15 74:5,15,23 75:10 76:16,24 77:2,23 79:1 79:10,17 80:3 80:24 81:4,8 81:17 82:16,20 83:13,16 84:11 84:14 85:3,10 86:11,17,21 87:3,12,16,19 88:1,6 89:20 91:3,11 92:1 92:11,23 93:3 93:4,19 94:1 94:17,24 95:10 95:15,17 96:1 96:7 97:1,6,7 97:17 98:8,9 99:5 100:3,10 101:14,20 102:12,24 103:4,6,9 104:7,9,17,22 105:11,23 106:12,14 107:6,24 108:1 108:11 109:4 109:18,20 111:4,5 112:1 112:10,14,22
---	--	--	---	---

113:2,5,7,9,14	165:18 167:5	220:15 221:2,6	231:7	121:10 145:9
113:20,23	167:22 169:8	221:9,13,17,20	refresh 29:15	172:20 176:8
115:1,21	169:18 170:1	221:21 222:10	44:3 70:21,24	178:5,12 179:9
116:18,20	173:6 174:1	222:18 223:6	96:13 188:15	192:14 196:22
117:10,23	175:1,12	223:12,20	refunded 219:12	198:7 233:11
118:1,19 119:7	176:23 177:1	226:7,16,21	refuse 134:23	238:19
119:9,23	177:10,13,18	227:1,6,11,15	regarding 36:1	reminder 31:1,5
120:13 121:7	178:17,21	227:22,24	36:15 37:2,10	remote 180:10
121:12,17,22	179:18,22	228:2,10,11	127:6 242:17	232:22
122:5,8,12,15	180:2,5,9,18	229:6,10,11,22	regular 127:6	remotely 1:12
122:24 123:2,7	180:19 181:20	230:7,8 231:12	regularly 128:5	4:13 87:1
123:12,18,23	181:21 183:4	232:4,5,9,16	128:7,15	254:8
124:1 125:8,10	183:20,24	232:24 233:3	129:10,18,24	remove 170:10
125:14 126:12	184:3,5,23	234:15,24	130:8 131:5,12	rename 28:6
126:24 127:1	185:1,19,23	235:4,10,22	191:20	renew 217:13
127:11 128:9	186:1,3,11,17	236:9,20 237:5	reimburse	rent 138:9
128:10 129:1,7	187:11,13,18	237:9,12,21	224:15 225:11	rental 140:3
130:15 131:17	188:5,21 190:2	238:2,4,8,10	rejected 172:19	147:3
132:20 133:13	190:8,9 191:16	238:14,21	relate 58:3,4	rep 110:21
134:6,13 135:7	191:17 192:1,4	239:11,20,22	related 51:1	repair 33:11,11
135:10 136:2	193:1,11,18,23	240:11,16	61:9 77:16	34:6,18 62:14
137:11,22	194:1,17 195:7	248:6,20,22	114:7 129:23	62:16,18 63:1
138:22 139:8	195:16 196:11	252:1,6,12	180:24 182:1	64:10 114:16
139:11,12,19	196:15 197:2	reduced 254:13	182:21 186:5	118:16,17
140:12,23	197:10,15,23	reduces 108:17	208:8 223:15	147:15,19
141:6,20 142:5	198:16 199:3	108:17	relates 36:11	155:5 164:18
142:7,9,14,23	199:10,21,24	refer 37:19	49:20 58:19	164:24 165:8
143:11,14,20	200:6,22 201:2	133:20	206:24	165:14,15,23
144:5,8,9,20	201:10,13,14	reference 87:4	relationship	167:1,15,17
144:23 145:5,9	202:1,9,15	95:4 243:5,18	12:12 58:3	168:6 176:22
145:12 146:18	203:11,21	245:10 246:5	83:24 85:16	197:4,17 198:2
146:21 148:15	204:5,9 205:3	referenced 93:8	91:21 92:4	210:10,16,20
148:19,24	205:17 206:6	242:7 243:3	93:9 120:1	210:24 211:3
149:4,7,8	206:17,21	248:13	relative 254:19	211:12 216:10
150:8,12 151:2	207:12,19	references 242:1	254:21	217:6,8 223:8
151:8 154:10	208:14 209:16	242:3	relevant 167:16	226:5 230:22
154:22 155:4	210:22 211:11	referencing 68:1	168:4 169:1	245:19
155:11,18,21	211:19 212:4	68:4 104:16	remaining 207:2	repairs 33:19
156:1,13,16,20	212:14,21	referral 134:24	225:15	34:2,4 36:2
157:4,7 158:2	213:5 214:1,5	referred 45:24	remember 7:20	48:5 62:2,5,7
159:13 160:1	214:12,14,18	132:23 133:3	12:19,20 13:3	62:22 64:4,8
160:18,21	214:24 215:5	referring 27:19	13:10 15:4	66:13 100:5
161:9 162:4,10	215:10,14,18	31:21,22 32:6	45:15,20 51:15	108:17 142:16
162:19 163:8	215:21 217:19	37:20 46:1	88:12 89:18,21	143:5,22
164:12,21,22	218:19 220:5	70:9 94:22	90:3,18 91:1	147:18,20

153:1,11 165:3 168:5,9 205:14 217:3,4 222:5 249:10,14 250:10 repeat 162:19 235:2 rephrase 5:19 8:11,16 18:18 19:19 22:17,23 23:14 25:2 29:24 31:19 32:8 35:13 41:23 46:5 50:20,23 51:21 55:6 57:9 66:3 69:18,19 78:5 91:19 93:3,6 116:18,19 117:23 128:9 139:11 164:21 165:20 171:17 188:23 190:14 193:2 214:14 230:7 replace 79:21 replaced 46:16 replacement 138:4,8 174:19 replacements 78:1,8,13,16 repo 147:23 reported 1:17 48:2 254:12 reporter 4:2 5:12 6:6 46:21 177:14 252:10 254:2,4 reports 41:17 130:6 repossessed 138:9,12 repossession 148:3 represent 4:21	98:18 representation 151:1 246:14 representations 246:23 representative 202:23 represented 230:19 representing 150:22 request 76:1 133:3 145:8 166:19,21 252:3 requesting 135:17 requests 98:20 required 132:12 132:22 133:2 175:9 reseated 56:16 reseating 85:19 resent 87:10,11 reserved 134:22 resources 61:6 61:11 respected 75:8 respond 5:14 178:9 response 179:6 responsibilities 10:5 41:5 responsibility 56:16 119:11 243:24 244:17 responsible 27:12 49:7 64:21 117:7 120:14 143:15 143:21 148:2,6 178:24 245:1 responsive 98:19 rest 9:7 156:5	restate 81:7 121:10 retention 80:12 returned 142:17 revenue 170:23 171:5,6,7,11 171:16,21 172:6,9 review 49:24 51:13 54:16,18 67:21 71:5 73:2,5 76:6 144:12,14 178:15 180:21 202:5,11 203:5 reviewed 51:16 reviewing 73:3 98:24 201:23 249:9,19 rhetoric 178:10 179:3 Rhode 2:4 3:4 6:19 7:4,12 8:23 11:7,23 12:23 13:24 14:4,11 16:23 17:5 18:22 19:2,7 20:4,9 20:11 21:4,11 23:3 25:7,18 26:2,20 27:15 28:10,18,20 29:5,8,17 30:24 32:4 33:20 34:8,20 35:14 36:17 37:3,12 38:12 39:16,22,24 40:24 42:23 43:17 44:6 45:8,13 46:20 47:8 48:7,16 50:3,17 52:2,9 53:2,11,15,22 54:12,22 55:1	57:3,16 58:22 59:5,12,19 60:16 61:15,22 62:4,9,19 63:12,23 64:6 66:7,15 67:9 68:8,11,15,23 69:4,16 70:7 71:17 72:8 73:9,20 74:11 74:18 75:2 76:14,21 77:18 78:14 79:5,15 79:22 80:20 81:2,5,13 82:14,18 83:10 84:2,19 85:6 86:6,15,20,24 87:10,13,23 88:4 89:14 90:22 91:7,23 92:6,16 93:1 93:11,23 94:14 94:20 95:2,14 95:22 96:5,22 97:3 98:4,13 98:23 99:22 100:6 101:11 101:16 102:7 102:22 103:2,5 104:1,15,20 105:8,20 106:11 107:2 107:20 108:5,8 108:23 109:16 111:2,22 112:5 112:12,24 113:3,6,8,11 113:17,21 114:21 115:19 116:14 117:2 117:19 118:9 119:6,8,12 120:6 121:6,9 121:20 122:1,7	122:10,22 123:4,11,16,22 125:3,9 126:9 126:22 127:8 128:8,17 130:11 131:14 132:13 133:11 134:4,11 135:5 135:9,23 137:7 137:18 138:18 139:2,10,17 140:4,6,17 141:2,14 142:1 142:6,8,11,19 143:7,17 144:3 144:7,16,22 145:2,7,11 146:14 148:13 148:18,22 149:2,5 150:6 150:10,21 154:6,14 155:1 155:8,14,19 156:8,15,19 157:2 158:1 159:9,21 160:14,17 161:7,22 162:8 162:17 163:2 164:10,20 165:16 167:3 167:18 169:5 169:15,24 173:2,20 174:22 175:8 176:15 177:9 178:14 179:16 179:20,24 180:3,7,13 181:9 182:23 183:15 184:20 184:24 185:21 185:24 186:2,8 186:13 187:5 187:12,14
---	---	---	--	---

188:2,19	241:2 248:3,17	125:16 126:19	197:24 198:24	rolled 93:15
189:24 190:4,7	248:21 251:21	127:24 131:9	199:7,13,15	rotating 64:23
191:14,21	252:8	131:18,19,22	200:5,9 201:20	roughly 16:18
192:23 193:9	right 4:10,22	132:10 133:10	205:20 206:22	16:24 22:20
193:16,20	5:19 6:1,3,14	133:14,15,23	207:9,24	46:15 192:13
194:13 195:5	10:23 11:3,18	134:23,24	208:17,23	route 59:18
195:11 196:3,8	11:19 15:5	135:1,2,7,12	209:18 210:3,8	99:17,21
196:23 197:5	16:21 17:19	135:15,22	210:24 214:16	100:22 101:2,5
197:13,20	21:1 25:20	136:11,22	215:11,14,15	101:9,23
198:12 199:1,8	27:24 28:5,8	137:15 138:15	215:18,24	136:11 152:12
199:19,23	28:21 29:11	139:1,22,24	216:13 218:1	152:18 153:4,9
200:3,19,24	30:16 36:11	141:11 142:3	220:8,24	153:19 233:17
201:6,20 202:3	38:1,16 40:10	143:11 144:23	221:15 225:6	routes 102:1
202:10 203:6	42:5 43:2,16	145:13 146:3	226:12,19,21	RPR 1:17 255:9
203:16 204:1	43:24 44:12	147:1,8,9,9,13	227:12,16	Rubber 181:24
204:24 205:16	45:5 47:22	147:14 148:11	228:12,16,20	Rubber's 182:21
206:4,15	49:12,24 52:20	149:6,7 150:19	230:16 231:20	Rule 84:4
207:10,17	53:1,21 54:23	151:17,21	233:1,2,23,24	ruled 80:22
208:10 209:12	55:22 57:9	152:5,18,20,22	234:16 235:7	rules 5:11,11
210:18 211:4	59:16,21 60:2	153:23 154:5	235:15 237:21	run 155:15
211:14,22	60:6 64:5 67:2	155:18,22	238:5 239:17	215:1,7,10
212:8,18 213:1	68:4,12,16	156:3,11,13,23	241:20,23	running 168:13
213:10 214:4,9	69:1,10 70:11	156:24 157:4	243:18 247:1,4	191:12
214:13,16,19	71:21 72:3,19	157:12 158:9	248:11,23	Ryder 85:20
215:2,8,12,17	74:3 76:21	158:21 160:4	249:11,16	158:7
217:15 218:14	80:15 81:4,20	162:13,22	250:3,4,12,24	
219:20,23	82:8 83:5,6,18	163:18 164:4,5	251:10,12	S
220:13 221:1,4	84:11 86:6,11	167:14 169:12	Ritchie 38:24	S 2:1,9
221:8,12,15,19	86:13 87:12	170:8 171:8,19	40:12 47:17	S-C-A-N-L-O-N
222:7,14,24	88:7,21 90:10	173:13,15	65:17 109:22	18:11
223:2,10,17	91:16 94:4,5,9	174:6 175:7,15	110:15 111:9	S-O-W-D-E-R
226:3,14,19,23	95:13,18 96:22	175:17 178:7	174:9 222:4	39:9
227:4,8,18,23	97:19 99:16	179:12,19,24	224:16 226:8	S-T-I-R-M-A-...
228:7 229:3,8	100:11,19,21	180:6 182:2,6	road 1:14	44:18
229:17 230:5	103:7 104:12	182:6,11,14	101:18 165:10	salaries 43:7
230:18 231:5	104:14,20	183:11 184:1,6	210:11 211:10	salary 42:7
232:2,8,10,19	105:1 106:9,19	184:12,14	211:22,24	sales 49:23
234:5,22 235:1	106:22 108:2	185:4,11,14	212:1 216:11	50:15
235:8,16 236:2	108:10,12	186:1,20,23	ROBERT 2:9	salespeople
236:15,23	112:18,20,20	188:7,7,11,13	robert@rdlaw...	10:17 11:1
237:6,11,24	113:2,12,19,21	189:16,22	2:10	13:14
238:3,6,9,11	115:2,22 116:4	191:13 192:9	Robin 44:15,16	sand 185:7
238:18 239:8	121:2,17	192:12 194:2	44:19	sat 4:24 87:13
239:19 240:6	122:12 123:2	194:22 195:20	role 18:15	satisfies 201:19
240:19,21	124:2,8,18	196:20 197:16	roll 58:1 71:10	205:24 207:16

208:20	225:19 231:9	175:7 189:24	151:18,22	sell 162:15,24
save 53:18	235:11 244:7,7	200:3 201:15	152:1,3,13	sells 105:19
savings 63:8	245:8	205:20 206:1,2	176:2,23	send 85:23,23
saw 76:4,5 171:2	Scanlon 18:10	206:5,6 208:3	177:22 179:12	145:2,3 149:20
171:9 211:17	schedule 75:16	225:19 234:3	181:13,15	151:5 222:5
saying 5:13,13	77:14 106:1,16	secretary 44:22	182:3,3,8,8,14	sent 55:23 60:3
13:11 73:16,16	106:19,23	section 43:16	182:15 183:10	71:4,6,8 72:10
89:5 92:19	107:8,17	94:10 133:18	183:14 184:9	72:24 73:4
103:22 109:21	scheduled 127:6	134:15 135:2	184:10,11	76:6,9 83:9
110:11 114:24	128:5,7,13,15	136:15 137:1	185:2,4,6,8,12	84:22 85:12,24
127:15 128:4,6	129:10,19,24	137:15 141:22	185:13 186:1,7	91:12 93:14
142:1 146:23	130:9 131:5,13	141:23 217:9	186:18,18,23	151:6 155:14
153:9,18	schedules 105:6	245:7 247:4,7	186:24 187:1	155:15
160:19 163:15	105:15 244:10	see 25:11,12	187:19 188:10	sentence 56:6
172:7 173:17	scheduling	27:16,17,19	190:12 195:4	59:17,18 60:6
204:2 209:1	208:4,7 209:4	43:15,21 44:1	195:13,21,24	67:19 69:10
220:6 236:11	scope 168:9	54:10 55:15,21	196:5,6,13,14	70:16 88:18,22
236:24 238:19	screen 25:11	56:9,22 57:12	197:7 199:13	89:3 101:21
250:20,22	27:16 43:11	59:7,13,23	199:15 205:1,7	108:14,16
says 13:2,4 44:1	59:11,11 67:16	60:10 67:21	205:24 206:20	109:5 114:15
56:21 67:20	94:15,22 95:1	69:2,8,12 70:2	208:4 210:12	115:11 116:4
69:2 70:17	95:7,12 122:18	70:5,11,12,19	211:20 216:15	133:19 134:14
77:4,7 80:11	122:19	77:3,4,9 78:2	217:10 228:3,6	135:4 137:19
82:12 83:15,19	screenshot	80:13 82:10,21	228:12,15,18	140:24 201:16
88:16 96:9	113:4	83:19,20 88:10	229:1,8,12	205:21 206:2
99:16 101:22	screenshot's	88:19 89:3	231:17 233:1	206:18 211:12
101:23 105:5	116:16	94:16,16,21	234:4,7,11,14	211:21 216:8
108:16 109:5	scrolling 95:7	95:5,6,7 97:11	241:7 245:7,11	216:18 217:1
114:15 115:5	search 205:4	99:18 102:15	245:15 246:5,9	245:14,17
115:12 116:1,4	sec 84:2 94:14	104:23 105:2	247:7,13	separate 42:2
124:21 125:15	201:20	106:15,16,20	248:15,23	115:17 136:20
125:21 133:19	second 14:11	108:18 109:8	seeing 112:8	242:7 250:23
133:23 134:15	25:14 53:9,14	114:7,8,8,17	188:18 229:6	September 1:11
135:5,15 136:5	54:8 55:19	115:14 116:1,8	seen 99:4 105:7	253:10 255:3
138:3 141:11	56:6,20 59:18	122:11,18	105:9,10,14,16	series 55:4
143:5 147:2	60:6 67:14,19	124:2,22,23	106:23 145:17	serious 174:20
150:19 152:23	80:11 102:14	125:19,22	183:1 184:21	service 23:5
153:12 156:23	102:17 108:14	126:4 132:3	187:9 225:3	24:24,24 25:24
169:20 184:10	108:14,16	135:4,13 137:2	229:19 234:7	26:12 27:13
186:24 187:19	112:18 122:21	137:16,21	239:23 240:7,9	29:21 30:11,15
188:10 201:16	125:3 132:21	138:3,13	sees 229:6,7	35:19 43:13
208:3,17 209:7	133:6 135:2,4	142:10 144:10	select 200:16	64:3 90:5
211:17,20	135:11 141:22	144:18 146:5,9	205:6 207:8	101:18 105:6
212:2 216:13	152:11 153:2	147:24 148:19	216:1	105:15 106:16
224:14 225:6	157:1 160:20	149:13 150:3	selection 75:4	106:19,23

107:7 109:6	235:13,24	224:10 225:2	Soder 39:5	source 243:8
110:20,21	237:16 240:1,4	showing 53:5	software 48:3,12	SOUTHERN
115:6,8 153:11	245:18	55:8 68:21	48:14,20	1:1 253:1
157:21 158:5	set 25:12 82:2	82:16 88:7	sold 107:18	Sowder 39:5,6,7
165:10 167:20	113:8 159:8	shows 148:20	110:2 162:7	39:8 40:12
168:18 174:21	162:14,22	shutdown 65:20	sole 134:18	65:16,17
201:18 205:23	175:7 201:16	66:5	143:13	109:22 111:11
207:14,15,22	205:22 207:14	sic 5:18 44:18	solid 83:3	Sowder's 47:22
207:24 208:17	208:7,18,23	side 43:24 88:17	somebody 35:11	speak 34:5
208:19,24	255:2	124:18 125:16	63:16 82:3	161:24 163:4
209:3 211:9,10	sets 241:17	135:7 137:15	107:8,10 130:2	203:17
211:13 212:1	setting 236:5	216:21 235:6	159:4 189:14	speaking 214:2
213:4 242:23	seven 28:2 52:11	sign 252:9	189:17 191:13	speaks 31:2
244:4	53:4 219:10,11	signature 43:24	226:11 230:11	special 162:3
Service's 228:23	219:14 220:10	44:11 204:16	233:10 237:17	163:11 198:19
servicemark	seven-and-a-h...	signed 132:7	Somewhat 10:4	Specialty 7:8,21
152:1,3,5,15	217:3	253:19	soon 157:12	41:21 42:14
services 1:13	shared 59:11	signs 159:16	sorry 11:8 13:24	43:3,10 194:2
25:9 37:2	158:5 167:11	similar 106:24	20:10,12 23:8	194:9
40:22 42:21	167:13	107:4	29:9 30:24	specific 8:24
43:3 44:4	shareholder	similarities	31:8 32:21	10:8 37:13
63:20 64:10	45:6,17,21	231:19	39:16,22 50:6	40:17 41:2
67:3,3 77:22	161:14	simple 12:16	50:18 74:14	47:20 52:5,13
115:12,16	sheets 253:17	Simultaneous	82:9 109:19	100:18 169:21
116:7,13 117:1	Sheri 65:18	87:18	111:2,23	206:10
117:18 118:7	shop 33:11	single 181:1	112:10 119:6	specifically 35:5
126:2,8 128:12	62:18 63:1	214:6 251:12	123:8 140:6	37:8 51:1
129:18 130:8	165:15,23	Sir 4:9	142:2 160:17	91:20 93:21
131:11 151:22	167:1 198:2,3	situation 170:22	168:22 173:10	94:9 96:9,15
152:2,24 153:7	217:4	192:3	174:14 177:10	100:13 114:6
154:4,11,13,23	shop's 197:4	six 28:2 133:8	179:20 188:19	169:21
157:18 158:10	shopped 64:5	137:16,21	199:16 203:5,6	specified 254:18
167:20 185:6	shops 62:14,16	140:2,16	214:22 219:24	speculate 11:21
196:22 197:17	165:8 210:16	141:12 147:6,6	228:24 236:21	16:13 72:9
197:18,18	210:21,24	178:9 213:24	248:18	196:8 218:15
200:18 201:4	shorten 37:18	six-month 147:2	sort 59:3	226:6
202:24 204:12	Shorthand	six-page 97:8	sorted 156:10	speculating
205:9,10,11,14	254:2,3	skipping 123:19	sound 11:3	11:24
207:1,20 208:7	Shortly 107:23	slang 5:16	46:23 133:10	speculation
208:16 212:16	show 82:8	slowly 31:3	158:14 164:3	11:22 79:23
212:23 213:8	126:19 148:11	SM 152:1	191:13	108:24 194:11
213:15 216:1	177:2 194:22	small 59:12	sounds 11:4	spell 4:4 18:7
219:4,13 220:3	220:24 239:4	115:13 181:5	38:13 112:8	20:8 44:16
228:5,13,19	239:17	184:10	122:8,10 164:5	46:18 163:9
229:13 230:4	showed 100:12	snapshots 114:5	191:11	spelled 4:7,8

203:1 248:1 spelling 46:21 spells 251:4 spent 120:11 split 63:7,9 sponsor 57:24 58:15 67:20 73:23 85:22 100:8 127:13 133:19 135:6 135:12,15 136:5 138:4,7 138:8,10 153:21 169:24 170:3,15 sponsors 153:6 198:23 spread 193:3 stack 87:3 108:8 148:23 190:1 227:12 232:12 232:14 241:3 stacks 95:3 staff 10:15,17 64:23 stamp 28:9 95:20 106:10 148:20 156:21 stamped 97:18 104:12,19 181:4 stand 56:13 standard 149:19 standards 142:21 standing 53:3 stands 98:8 192:1 start 6:14 30:10 53:17 88:17 156:3 189:19 started 35:17,23 40:7 75:22,23 83:24 85:16 203:20 204:4	starting 135:3 starts 56:7 71:15 72:20 88:16,22 97:20 135:12 137:15,19 210:9 216:18 218:4 state 4:3 165:17 231:6 254:4,9 stated 141:24 187:8 213:8 statement 52:5 52:13 90:17 109:9 116:8 136:8 171:2 178:12 195:2,9 195:18 196:17 226:15 227:20 statements 51:20,24 52:22 56:9,12 166:18 states 1:1 71:1 244:5 253:1 stating 237:2 stayed 163:5,6 staying 64:24 stenographica... 1:17 254:12 Steve 18:6 50:15 51:3 Steven 49:14 50:22 51:12 Sticking 245:5 Stirnsman 44:15 Stoops 19:10 stop 6:5 26:5 31:16 41:10 46:13 78:11 212:19,20 213:10,10,22 stopped 24:21 26:18 27:5 29:3,15 30:2,9 78:7 89:2 201:22	storage 176:21 straight 119:2 182:7 215:11 Street 2:2 Strictly 12:6 strongly 227:19 structured 58:14 stuff 5:24 25:11 53:10 72:16 106:3,5 135:22 157:17 subfolders 28:1 SUBI 163:6,6,9 SUBIs 162:1 subject 70:1,2 242:10 subscribe 253:11 SUBSCRIBED 253:20 substantive 201:24 202:4 202:12 success 60:8 successful 60:10 60:15,18 61:13 62:3 suggestion 86:17 suitable 138:10 Suite 1:14 2:3,8 suited 154:19 supplemental 144:5 supplemented 201:11 supplied 197:19 supplies 217:7 220:3 supply 26:11 30:10 support 101:19 supposed 36:24 sure 5:3 11:21 13:16,23 15:15	15:16 16:1,7 16:14 22:11 24:2,6,13 26:7 26:23 28:22,22 28:22,22 35:5 35:9 38:22 40:7 43:6,7,8 45:5 46:9,19 49:23 56:13,17 57:7 68:23 73:24 86:10 110:6 116:19 116:19 121:20 130:5,14 136:18 141:4 142:2 145:23 147:8 151:6 153:3 158:11 159:11 167:4 173:16 181:20 181:20 190:4 193:10 196:6 198:7 202:9 205:2 208:11 218:11 220:14 230:13,23 233:8 234:8 236:4 237:3,19 250:3,4,8 surprised 203:23 suspect 236:17 Swift 82:2 switched 48:20 sworn 4:11,14 253:20 254:8 system 169:2 186:6 189:6,15 <hr/> T <hr/> T 152:2 take 26:10 28:10 53:24 61:6 64:23 83:4 86:6 100:1	117:9 119:18 125:12 132:19 133:17 138:21 142:11 145:8 154:4,8 156:9 162:14,23 165:19,22 168:3 172:15 180:4 184:8 196:7 200:9 214:20 215:5 215:15 238:6 241:15 247:24 taken 1:10 28:23 33:10 54:2 88:2 122:13 157:5 215:19 238:12 251:5 254:17 takes 31:3 talk 12:16 19:15 24:10 41:3 62:13 77:24 129:8 131:18 132:21 133:16 157:11 167:8 191:2 205:20 226:8 235:23 talked 31:18 41:24 95:18 100:11 102:5 175:5 248:11 talking 6:6,9,10 11:7 12:11,17 17:17 18:23 22:4 25:4 31:7 37:24 58:9 62:14 89:21 91:1,9,12 92:18,19,20 111:3 117:21 117:22 122:17 131:10 135:21 136:8 152:19 159:12 167:9
--	--	--	--	--

175:24 177:12 177:13 187:22 192:5 203:7 206:14,15 210:15 211:12 223:24 224:8 talks 91:20 151:21 152:12 217:9 tallied 171:14 tampered 176:9 178:6 team 73:13,23 116:5,11,23 117:16 118:5 118:20,22 119:4 120:3 125:24 126:6 tear 141:23 142:18 143:6 143:16,22 147:20,21 technically 9:3 technicians 114:17,20 115:3 219:2 teleconferenci... 1:12 tell 4:4 7:24 15:8 27:9,11,23 54:17 96:23 117:4,8 142:16 144:1 155:24 177:3 179:24 180:1 183:9 189:14,19 195:17 205:4 232:6 233:8 244:23 telling 95:6 200:22 ten-minute 214:24 term 9:6,6 79:3 206:9 217:9	terminology 8:19,22 terms 74:7 134:19 202:23 241:17 247:24 territory 80:22 testified 4:14 187:9 212:19 214:13 229:19 testify 187:10 230:10 254:9 testifying 228:8 234:6 235:17 testimony 67:10 73:21 90:13,23 119:13,24 135:24 154:7 162:9 201:7 212:20 213:6 213:12,23 214:10 238:15 243:2 254:14 text 49:4,22,24 50:12 51:3,9 74:17 130:10 thank 4:16 178:19 240:17 252:6,9 Thanks 122:12 162:20 238:11 252:8 they'd 78:17 129:3 140:21 thick 102:24 thing 25:8 28:19 60:17 94:18 186:15 191:18 224:14 things 28:15 36:10 57:18,19 61:3 74:4 75:7 75:18 77:16 90:4 114:10 115:9 119:22 154:21 157:11	158:22 159:11 232:21 247:19 247:20 250:3 think 6:2 10:23 11:18 14:12,15 20:18 27:7,17 29:9 38:8 59:14 70:15 77:21 83:6,14 85:12,18 90:6 96:24 97:10 107:21 109:16 121:17 122:16 123:16 128:18 135:6 144:16 144:17 151:24 155:15 156:17 158:18 167:11 170:23 174:12 182:12,24 186:15 199:14 206:4 213:16 214:22 217:17 221:7,16 222:2 229:20 233:11 234:12 235:18 thinking 14:17 third 12:17 61:21,24 62:8 62:9,11,13 63:22 66:21 146:4 148:7 150:3,9 162:16 163:1,3,5 175:24 177:20 212:15 216:14 218:13 236:3,7 240:5 third-party 62:14 64:5 163:21 198:2 205:13 210:16 210:23 245:18 thought 92:13 171:11 202:1,2	203:22 224:24 243:2 thoughts 71:9 thousand 79:19 three 7:5,10,16 11:22 13:18 28:2 39:17 40:8 42:1,22 71:12 72:20,21 86:9 93:12 107:21 138:2 165:7 177:19 192:16,21 193:4,6,8 217:2,10 219:1 246:7 three- 54:1 168:20 three-page 54:14,22 55:9 throwing 86:22 throws 158:12 thumbing 53:17 thumbs 83:4 time 1:12 8:24 9:17,24 12:15 13:7,10 18:18 21:22 26:3 28:24 34:20 35:12 40:10,11 40:15 42:8 47:21 50:10,11 53:18 54:3,16 54:17 55:16 65:3,6 72:17 77:22 78:5,6 78:11 80:18 84:9,24 87:17 88:3,13 99:12 107:18 110:17 112:16 117:6 117:11,20 119:17 120:12 121:15 122:7 122:14 123:20	131:2 138:10 144:13 154:3 157:6 161:20 163:14,18 167:9,15,16 168:4,16 169:1 169:2 171:18 178:4,9 188:18 191:1 196:14 202:17 207:2 215:20 225:3 230:16,16 235:14 238:13 254:18 timely 244:1,18 245:2 times 30:14 93:12 107:22 127:18 147:6 175:11 213:24 215:3 238:15 tire 78:1,8,13,16 78:16,21,21 181:23 182:20 184:15 226:17 228:4,18 tired 177:14,15 177:16 tires 78:19,23,24 79:21 80:1,1,4 80:5 175:5,6 title 41:18,20 42:16,18 114:12 159:7 159:17,19 160:2 titled 114:13 titles 15:7,9,14 titling 160:6,8 160:13,16,22 161:5,10 162:14,23 163:16 today 12:4 21:3 21:14,15 22:5
---	--	--	--	---

24:1,2,7 27:9	31:23,24,24	189:19 190:20	66:12,20 67:8	159:8,16
27:11 50:12	32:1,5,6,7,11	195:19 196:19	67:24 70:3	163:20 164:6
65:8 90:13	32:13,14,15,23	226:9 230:11	72:19,23 73:8	164:13,23
119:24 124:14	33:4 36:16	250:16	78:5,7,11 79:3	165:8,11,13,19
126:5 152:20	40:23 48:6	treasurer 45:4	79:8,18,19	165:22 166:10
165:22 167:10	80:18 90:10	tried 25:9	80:2,15,17	166:15,16,24
184:21 213:6	94:7 106:24	170:21	81:10,11,12,20	167:15,16
236:5 237:1	110:2 116:12	trouble-free	81:22 82:5,6	168:3,14
240:17	116:24 117:17	108:18	82:12 83:8	169:12,20
today's 24:2	120:4 126:7	truck 1:3 6:17	84:17 88:18	170:10 172:12
36:22 51:6,17	174:19 205:15	6:18,22 7:9 8:4	89:24 90:16,20	172:13 173:17
51:23 52:21	223:15	8:7,12,14,18	91:4,13,15,21	174:18 175:14
65:21 66:6	trade 157:24	8:18,19 9:18	91:21 92:2,4,5	176:11,12,20
told 172:17	158:6	9:21 11:13	92:8 93:7,9,10	180:23 181:1,1
213:13	trademark	19:15 21:2,16	94:11 96:3	181:24 182:21
tomorrow 56:22	152:6	21:19,21,23	99:16,20 101:3	183:7 186:4
57:11	training 109:24	23:14,24 25:1	101:6,23	187:23 188:22
tonight 56:21	transactions	25:23 26:5	103:15,17	189:1,5 190:17
57:11	245:21 249:17	27:5 30:21	105:19 107:9	191:3,7,12
top 68:17 99:16	transcribed	31:15,21 32:10	107:10,18	192:13 195:14
104:12,14	252:11	33:18,19 34:2	108:22,22	198:10,10
146:20 148:20	transcript 253:9	34:3,17,19	109:12 111:19	199:6 200:17
152:1 182:2	253:12 254:11	35:8 36:14,23	112:3 114:6,13	202:22 204:12
206:5 218:4	transmission	36:24 37:9,19	114:19 115:7	204:17 206:23
233:12	206:12	37:20,22 38:17	115:16,18	207:13 208:6
topic 76:2,4	Transport 1:6	38:20,24 39:10	116:10,23	209:11 216:4
topics 75:12	43:14 70:5	39:14 40:4,14	117:5,7,15	217:13,20
total 47:24	92:3 253:4	40:22 41:12,15	119:3 120:2,15	218:8,9 219:3
147:14,23	Transportation	42:1,6,9,11,17	124:7,12,14	219:14 220:7
182:14 183:11	4:21 157:17	42:20 43:4,10	125:1,2,11,18	220:17 223:7
228:20 234:3	158:10	43:14 44:1,19	126:5,15 127:5	224:16 226:2
tough 180:10	travel 192:2	44:22 45:2,4,7	128:14 132:7	226:18 228:24
towing 216:18	traveled 191:9	45:12,17,21	132:11,22,22	229:13,14
216:20	traveling 191:19	46:2,4,14 47:3	133:2,4 134:8	230:9 233:6,6
Toyota 20:24	Treasa 2:13	47:7 48:3,5,15	134:8,22,23	233:16 235:14
tracking 208:3,7	23:20,23 27:4	48:20,24 49:18	136:9,21 139:9	235:24 236:11
209:4	39:17,20 40:4	50:1,8,13,23	139:15,22	236:12 237:14
tractor 33:8,10	40:12 41:16	51:7,8,13,16	140:20,21	237:16 238:16
33:11,19 34:3	42:16 47:15	51:24 52:22	141:4,18	238:22 239:5
34:7,19 35:5	48:11,22 65:14	56:5,16 57:1	142:15,17	240:22 241:6
79:19 80:19	67:1 77:21	58:3,5,19,20	145:22 148:2	241:10,13
117:12,15	80:8 106:7	60:19,22 61:4	150:15 151:10	244:13,20
126:7 146:8	109:21 111:16	61:7,20 62:2,8	153:1,12 154:3	247:18,21
169:13	143:1 144:18	63:3,21 64:14	154:11 157:20	248:9 250:2
tractors 31:22	146:1 167:7	64:17 66:4,11	157:22 158:24	251:4,5,9,13

251:15,17,20 251:20 252:4 253:3 trucking 82:2 trucks 8:15 17:18 18:17,21 18:23 19:22 20:2 21:8 36:9 36:9 64:13,15 75:15,22 80:16 81:10,22,24 82:6 85:1,2,19 85:21 89:2,12 103:18 105:19 115:6,8 119:20 120:12,19,20 120:22 132:15 140:22 141:5 150:1 151:16 159:14 165:11 169:22 174:21 207:6 208:21 220:4 230:24 true 55:22 60:2 69:21 72:7,23 73:6 78:9,10 83:7 84:16 111:19 112:3 124:24 132:5 149:15 150:14 151:9 176:6 178:2 179:6 182:20 195:8 200:15 204:11 248:7 251:12 253:12 254:14 trust 159:7,17 159:19 160:2,6 160:8,13,16,22 161:5,10 162:14,23 163:7,16 truth 254:9 try 6:10 12:24 25:14 31:5	44:18 59:6,8 127:9,20 202:13 203:17 221:4 trying 9:4 16:19 20:1 25:20,21 53:20 65:6 85:21 102:22 112:17 122:5 123:5,20 183:19 200:21 213:16,19 214:8 237:9 Tuesday 59:22 turned 29:10 turns 64:24 two 5:4,5,6 6:16 11:22 12:6 28:2 56:8 57:17,19 67:19 74:21 78:16,20 78:21 89:1 94:3 99:11,13 108:12 115:9,9 115:24 126:14 135:2 136:14 137:16 138:2 141:1,12 151:13 153:6 155:19 175:11 187:8,15,15 192:16,17 210:5 216:7 225:7,17 230:22,24 231:1 245:6 246:7 247:5 250:19 two-and-a-half 17:19,24 24:18 24:20 192:19 type 18:23 19:15 74:1,1 75:5 181:11,17 types 19:22 20:2	36:10 62:5 74:3 167:20 247:20 typewriting 254:13 typical 222:4 226:1 248:8 typically 152:5 <hr/> U U.S 88:24 uh-huh 21:24 43:22 55:21 60:1 61:11 69:9 70:4,12 77:6 80:14 82:22 88:20 89:4 99:19 103:11 105:3 106:22 114:18 116:9 125:20 133:24 144:11 151:20 182:18 183:12 188:12 205:12 210:14 241:11 244:22 246:9 247:19 248:2 um-hum 5:15 unavailable 139:15 unbelievable 95:19 uncollected 176:14 underlying 197:4 underscore 83:19,20 97:2 97:2,20,20 understand 5:12 5:17,20 6:20 11:10 13:2 34:15 52:7,16 52:18 53:7	57:6 81:15,18 119:15 121:13 133:7 136:3 159:3 162:11 163:24 169:16 209:17 222:21 239:12 240:12 241:16 243:11 understanding 78:4,6 underwriting 134:18 UNITED 1:1 253:1 unseated 85:1 119:19,20 unusable 172:14 updated 50:9 use 8:22 9:6,7 10:12 63:21 64:18 78:12 86:15 154:18 175:10 209:19 217:22 227:3 users 26:16 uses 8:20 usually 81:24 82:1 118:13 212:1 Utah 176:20 <hr/> V V 46:24 204:20 V-I-D-E-R 46:19 vague 52:2 61:22 63:12 159:23 239:8 Valley 19:9 value 161:16 Vanover 38:16 40:11 41:9,10 41:14,18 42:5 42:10,21 43:3 47:15 48:2	65:2 110:1 226:10 233:13 Vanover's 42:19 various 21:8 110:2 205:15 vastly 246:18 Vegas 165:6 vehicle 35:6 116:6 126:1 133:3,22 138:9 138:13 140:10 140:14 146:8 195:3,9 206:10 206:10,13 217:7 235:15 244:9 245:20 vehicles 7:8,21 41:21 42:14 43:4,10 101:24 142:16 194:3,9 201:17 205:22 208:18 230:15 vendor 64:1 65:22,24 115:4 154:9 166:10 180:22 187:19 201:9 212:11 213:14 217:22 219:22 220:3 224:5,14,22 225:11,14,16 225:20 234:1 239:1 vendors 64:5 190:16 201:12 205:13 245:18 249:21,22 Veno 20:19 ventilating 186:6 verbally 222:16 222:19 verification 144:18 verified 144:18
--	--	---	--	--

version 50:10	53:9 55:13	75:17 76:4	145:1,2,3	websites 123:9
versus 13:11	81:1 82:24	85:19,19 90:5	156:12 157:3	week 191:6
140:22 243:10	93:1 104:10	104:3,7 118:13	214:24 215:1,5	192:7,10
vested 60:7	113:15,18,18	154:19 170:14	215:6,7,7,15	welcome 240:18
vice-president...	121:18,21	183:22 236:22	252:8	went 56:4 99:8
204:16	122:1,22	240:13	we're 22:4 31:23	120:11 130:21
Victor 46:24	133:16,16	way 19:20 25:12	37:24 59:5,6	158:16 168:18
Vidourek 46:17	142:2 146:3	36:4,8 49:3	68:24 72:15,16	213:14 234:1
46:19 47:1,2	148:11 149:9	54:15 55:7	87:1,21,21	weren't 75:21
194:21 233:15	155:12 156:2,5	59:5 62:17	94:20 106:11	118:16 120:18
233:22 250:18	156:8,9 157:8	65:7 66:3 92:3	109:8 112:21	120:21 163:13
viewed 63:24	159:3 162:19	94:21 101:23	122:2 123:2	175:10 207:4
VIN 185:10	175:17 177:2	104:17 128:22	135:21 142:2	Western 1:2 2:7
191:24 195:3	179:12,14	129:3 135:11	144:17 149:20	253:2
230:14,17	180:3 181:3,18	138:2 143:4	156:6 179:18	WHEREOF
231:2,2,3,3,6	181:22 190:4	172:3 178:14	179:19,22	255:2
231:10,11,21	196:12 203:12	182:13 199:6	180:6 203:24	wherewithal
vintage 75:5	203:13,17	222:19 225:24	215:24 221:13	56:13,17
79:8	210:3 214:20	226:1 227:20	223:24 226:19	wholly-owned
voice 95:23	215:10 216:7	234:17 246:4	226:21 227:4	165:7
104:5,7	218:1 221:12	ways 1:6 4:21	232:21 248:18	Wilmington
voluntary	224:2 237:24	9:17 11:12	we've 93:17	165:6
243:15	238:4 239:17	12:12 32:3,11	107:14 112:15	Wire 219:8
Volvo 20:15	247:4 252:10	32:16 33:1	121:22 123:20	wishes 75:9
Volvos 19:21	wanted 4:3	36:12,15 37:1	152:19 158:21	withhold 167:1
VRMS 186:23	15:16 32:13	37:10,21 38:1	158:22 170:3	witness 3:2 4:1,6
vs 1:5 253:4	73:13 74:1	56:11 58:4,5	202:17 213:18	4:11,13,15
	75:14 92:9	61:12 67:24	214:19,23	6:22 7:5,13 9:8
W	93:15,16	89:22 90:21	215:2 234:9	12:2 13:9
W-2 42:10 173:7	219:24	91:15 98:2,11	236:24	16:24 17:6
173:8,9,11,13	wants 59:13	114:1 116:22	wear 78:2 80:5	19:3,8 20:5,14
W-R-I-G-H-T	100:8 153:21	120:2 126:14	141:23 142:18	21:5,12 23:4
18:3	218:16 223:3	126:15 132:12	143:6,16,22	25:15 26:3,22
wait 6:9 28:17	warehouse	132:24 133:4,8	147:20,21	27:17,20 29:6
83:5 221:9,9	124:19 125:18	134:24 136:20	web 124:5,7,9	29:18 31:8
221:10,10	warn 80:21,24	140:2,13,14	125:11	32:5 33:21
waiting 52:8	Warner 82:3	141:1 176:13	website 6:15	34:23 35:17
177:9	warranty 36:5,9	198:24 206:22	49:1,4,20 50:1	36:19 37:4,13
walk 59:16	101:19 164:3,7	208:22 209:5	50:9,13,23	38:13 41:2
101:12	164:8,14,14,15	233:5 241:7,10	51:2,4,9,14,17	42:24 43:17
want 4:22 5:8	171:1	241:13 251:14	52:1,11,23	44:7,9 45:9,15
6:14 11:8	wasn't 6:22	252:3 253:4	53:4 113:4	47:9 48:8,17
12:15 15:7,13	29:18 30:8	we'll 28:21	114:6 116:16	54:21 55:2
19:22 24:9	37:13 43:9	87:23,24 99:11	124:9,10,14	57:17 58:23
28:4 52:12	73:22 74:20	122:10 137:20	125:2	59:6 60:17,21

61:16,24 62:5	154:8,15 155:2	251:22 254:7,7	wouldn't 33:12	114:8 121:22
62:11,20 63:14	155:9 159:10	255:2	78:22 105:10	122:1,5,8
63:24 64:7	159:23 160:15	witness's 94:18	106:2 138:23	123:12 129:13
66:9,17 67:11	161:8,23	94:18	166:20 168:11	135:7 137:24
68:16 71:22	162:18 163:3	WOMICK 2:4	171:6 175:3	138:6,14,20
72:9,13 73:11	164:11 165:17	155:17,23	185:18 246:20	139:9 141:10
73:22 74:20	167:4,19 169:7	156:17 183:18	wrapping 238:1	143:10,12
75:4 76:22	169:16 173:3	183:23 185:17	wrecker 211:9	144:20,23
77:1,20 78:15	174:23 175:9	word 53:3 56:7	211:13	145:2,11
79:7,16,24	176:17 177:12	59:18 61:23	Wright 18:2	147:10,12
81:7 82:19	177:17 178:16	125:13 182:7	write 156:2	150:19 151:3
83:14 84:9,12	178:19 180:4	204:23 205:5	writing 179:9	151:20 152:4
84:21 85:8	183:22 184:1	216:18 218:4	written 241:9	152:14,17
87:2 88:4	187:17 188:4	wording 49:20	wrong 230:17	155:17,21
89:18 90:24	190:6 191:15	words 5:14 6:5	231:1	156:1,16
91:8,24 92:7	192:2 193:10	38:7 88:17	wrote 60:12	157:22 170:4
93:13,24 94:15	193:17,24	178:10		173:11 176:5
95:24 96:6	194:15 195:6	work 15:10 16:3	X	176:17 178:1
97:3 98:14,22	195:13 196:5	22:16,18 33:17	X 3:1	178:17,17,18
99:2,24 100:7	196:13,24	33:22 34:13	Y	179:18 180:13
101:17 102:9	197:7,14,21	36:24 37:8		182:12,12
104:21 105:9	198:13 199:2	50:12 54:15	yeah 9:2 11:9,9	183:18 184:13
105:21 106:13	200:20 201:1,8	57:23 63:11	11:23 12:2	184:17 185:13
107:4,23 108:6	201:11 202:7	92:8 119:16	14:2 15:4,24	186:11,11,20
108:10 109:2	202:13 203:9	122:20 181:17	18:15 20:12,12	188:12 192:8
109:19 111:23	204:7 205:1	188:9 198:3	20:24 24:2	192:18,19
112:7 114:23	206:3,8,20	199:5 219:2	27:23,23 28:12	196:11,11
115:20 117:3	207:11,18	226:15 228:5	28:12,20 29:7	198:22 199:21
118:11,12	208:11 209:14	228:20 229:16	30:18 39:8	202:2,9 203:21
119:16 120:8	210:19 211:6	231:3,4	43:6,6,17	204:1,18 206:4
123:15 125:12	211:17,24	worked 21:20	46:20 50:20	209:19,21,23
126:10,23	212:10 213:2	22:4 23:4	52:8,9 53:7,7,7	211:24 216:24
127:9 128:21	214:6 217:17	32:16 34:9	53:13,19,24	217:11,22
129:2 130:13	218:18 219:22	49:23 50:16,22	54:12 65:17,19	221:19 222:22
131:16 132:14	220:2,14 222:9	51:3,7,8 101:7	68:10 70:7	223:1,5 226:13
133:12 134:5	222:16 223:1,5	197:9 250:2	76:11,24 79:14	227:6 229:10
134:12 137:9	223:11,19	working 32:2,11	79:24 80:24	231:18,21
137:21 138:20	226:4 228:1,9	32:24 33:14	81:4 82:16	232:19 233:2
139:5,18 140:5	229:4 230:21	34:21 36:14	83:2,6,21	235:8,9,9,12
140:9,19 141:3	231:8 232:13	37:1,9,21	85:18 86:24	236:23,23
141:17 142:13	234:14 235:9	75:21,23 208:8	87:21 97:11	237:9 238:2,4
142:21 143:10	235:19 236:6	208:22 217:21	98:22 102:22	238:8 246:9
143:12,19	236:18,19	221:13	103:4,6 104:17	249:10,23
146:16,19	237:3 238:19	worries 29:12	104:18 111:4	year 27:4 79:20
150:11 151:4	239:21 240:18	worry 123:13	112:14,14,15	84:15 89:3

118:24 171:15 206:11 yearly 166:17 years 6:15 22:16 22:18,20 52:11 53:4 56:8 79:11 84:23 103:20,22 105:21 151:11 217:10 yellow 55:20 yep 59:19 106:17 112:20 142:7 146:6,10 184:23,23 185:16 186:2,2 190:2,2 206:20 208:5 221:13 227:24 234:20 yesterday 125:8	24:14,15,19 38:9 75:21 90:4,9 123:14 123:14,22,23 124:3 127:3 167:21,21 168:7,19 192:17,21 193:19,24 200:13 215:6 10-minute 167:23 168:20 168:20 10,000 106:19 109:6 10:00 54:2 10:46 88:2 10:50 87:24 10:53 88:2 1006 84:4 1015-01 146:8 102 3:10 11 3:12 112:15 126:20 131:22 137:1 241:5,5 241:16 242:21 247:3 250:21 11,556.74 147:4 11:18 69:7 72:7 11:31 121:18 11:32 122:13 11:54 176:3,7 112 3:11 12 149:3 12:17 122:13 12:30 99:11 112:13 121:23 12:31 121:18 124 3:11 13 3:10 102:19 102:19,20 106:9,10 149:3 192:21 253:10 131 3:12 13th 1:11	14 3:12 144:1 1400 2:3 144 3:12 148 3:13 148.37 187:20 189:2 1483.67 182:17 183:11 187:1 15 3:13 63:18 86:14 87:22 104:13 148:12 148:15 149:6 149:10 150:3 150:24 171:3 171:10 185:17 210:10 211:2 212:6,12 216:10,20 220:11,21 230:2 15-and-a-half 192:21 16 3:16 117:21 155:13 181:4 184:3,6,12,13 185:18 186:19 191:2,6 199:18 199:24 210:5 164 103:1 16th 55:16 17 3:19 183:14 183:19 184:3 185:14,15,19 186:18,19 191:3,7 203:24 239:18 17-page 82:23 175 3:13 177 3:14 18 3:13 22:20 103:20 157:9,9 175:18 176:1 190:2 192:5 180 3:14 18th 176:7	19 3:14 68:7 72:21 104:10 104:18 156:18 177:3 192:6 199:14 217:12 190 3:15 194 3:15 199 3:16 19th 68:24 1st 59:22 60:3 67:18 88:10 149:12,16 150:17,20,24 188:24 <hr/> 2 <hr/> 2 3:8 54:5 55:5,9 59:22 67:13,18 68:11 86:14 2:45 178:8 179:5 2:54 215:19 20 63:17 104:13 105:13 106:20 191:1 199:15 217:13 221:4,5 226:20,24 2000 22:11 103:21 2000s 161:8 162:14,22 2001 7:22 8:5 2015 13:11 231:9 2016 9:19 10:13 11:7,12 12:8,8 12:10,10,11,16 12:17,20 13:2 13:4,5,11,15 13:20 14:10 15:2 16:8,18 17:4,10,16,20 17:21 18:20 19:6,17 21:7 23:15 24:5,11 24:20 36:12,22	38:8,9,17,21 39:1,11,15 40:5,11,20 41:7 43:2 46:7 48:6,14,24 49:5,12,21 50:2,11,16,23 51:1,2,6,14,17 51:23 52:20 54:10 55:14,17 55:18,24 56:12 56:24 58:19 59:22 60:3 65:3,8,11,21 66:6 67:18 69:6,14,22 70:5,14,23 71:7 72:6 73:1 73:8 78:7 80:16 81:9,21 82:5 83:9,12 83:13,15,24 84:18 85:17 88:10 89:8 99:7 116:21 118:2 120:1 126:14 131:24 149:12,16 150:17,20,24 160:23 164:23 165:10,21 166:16 167:10 190:15 192:13 193:7 233:4,11 2017 13:11 118:2 161:1 165:10 190:15 193:7,15,17 194:3 233:16 2018 118:3 161:3 190:15 191:18 192:6 233:21 2019 46:15 83:12,15,23
--	--	--	--	--

84:15 85:5,11 85:15 86:1 118:3 182:3,22 188:24 189:5 191:18 192:6 200:18 201:4 204:13 233:21 2020 46:15 118:3 176:1,7 177:21 178:3,8 179:5 192:5 233:21 234:3 237:14,15 2021 116:15,16 117:21 233:21 2022 27:2 68:24 217:12,14 2023 1:11 26:18 194:6,10 253:10,21 255:4 206 76:23 21 3:17 199:15 217:13 224:3 226:12,13,13 226:16,16,21 227:16,21 232:2 235:3 213 144:5 2150 1:13 22 3:17 179:23 217:13 221:8 224:3 226:13 226:13,16,17 226:21 228:23 230:10 231:9 232:3 235:3 221 3:16 22109 97:2 224 3:17,17 23 3:18 103:21 179:23 232:1,8 232:9,23 234:2 235:3 232 3:18,18	239 3:19 24 3:18 65:13 156:13 179:23 221:10 232:1,9 232:23 234:17 234:18,20 235:3 24-hour 64:17 66:4,12 24/7 67:4,8 169:2,3 241 3:4 248 3:5 25 3:15 18:16 179:23 192:22 194:23 195:21 25987 231:11 25th 177:21 178:3,8 179:5 26 3:15 179:18 179:23 180:5 180:17 189:22 190:7,8,11 265 217:6 26th 255:3 27 3:14 179:15 179:18,23 180:5,6,17,20 183:17 28 3:7,16 221:1 221:11,12,13 224:10,11,12 225:8 29852 248:18 2nd 54:9 55:14 55:17,24 56:7 56:12,24 58:19	3,555.92 146:11 3:11 215:19 3:30 202:17 3:37 238:12 3:43 177:23 3:48 238:12 30 87:14 106:20 30,000 171:15 30th 182:3,22 334-page 179:15 35 16:24 17:2 181:6 35115 181:7,23 184:15 35116 184:14 185:23 186:21 353 2:8 359.99 234:4 39 234:17,19 235:5 3D 43:14 3rd 69:6,14,22 70:14,23 71:7 72:6 73:1 200:18 201:4 204:13	45202 2:3 <hr/> 5 5 3:9 86:5,14,15 87:22 88:5,8 202:18 215:1,7 215:11 238:5 5-31-22 195:3,10 5:30 59:23 60:4 5:55 149:12,16 50 38:7 193:12 500 194:8 513 2:5 54 3:8 570 1:14 579-6580 2:5 5th 131:23,24 <hr/> 6 6 3:10 86:14,15 96:21 97:9,10 97:11,19 99:7 99:14 108:3,4 111:19 112:3 112:20 113:8 122:17,22 123:3 60,000 176:22 60045 2:8 65 148:24 65,000 246:6 68 3:8 68277 231:18 <hr/> 7 7 3:11 86:16 112:21,23 113:6,20,22,24 123:9,9 700 114:16 700-plus 114:19 115:3 724.95 228:20 736 2:7 <hr/> 8	8 123:9,10,11,16 8,676.59 147:15 147:19 8:17 1:11 8:50 28:23 809-4567 2:9 82 3:9 86 3:9 877 2:9 884.45 229:1,15 8th 234:2 <hr/> 9 9 123:12 9-13-19 228:6 9:01 28:23 9:31 54:2 90s 7:20 96 3:10 9662 231:9 97-point 115:12 99 22:11,11 9th 237:13,15
---	---	---	--	---